

The Gazette



of India

PUBLISHED BY AUTHORITY

No. 21] NEW DELHI, SATURDAY, MAY 22, 1954

NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 15th May 1954:—

Issue No.	No. and date	Issued by	Subject
107	S. R. O. 1535, dated the 6th May, 1954.	Ministry of Commerce and Industry.	Notification issued by the Iron and Steel Controller under the Iron and Steel (Control of Production and Distribution) Order, 1941.
108	S. R. O. 1536, dated the 11th May, 1954.	Ministry of Labour	Draft of the Industrial Tribunal (Central Procedures) Rules, 1954.
109	S. R. O. 1537, dated the 12th May, 1954.	Ministry of Finance (Revenue Division).	Exemption of certain specified goods when exported from India, from so much of the customs duty leviable thereon as specified in the Table.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3

Statutory Rules and Orders issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).

MINISTRY OF HOME AFFAIRS

New Delhi, the 14th May, 1954

S.R.O. 1615.—In exercise of the powers conferred by section 27 of the Indian Arms Act, 1878 (XI of 1878), the Central Government hereby exempts Mr. L. E. Casebear an American Specialist from the operation of the prohibitions and directions contained in section 6 of the said Act in respect of one P 38 revolver S. No. SO 26518, AC 45 and connected ammunition if any.

[No. 9/11/54-Police(I).]

N. SAHGAL, Dy. Secy.

ORDER

New Delhi, the 18th May 1954

S.R.O. 1616.—In exercise of the powers conferred by sub-section (2) of section 63 of the Andhra State Act, 1953 (30 of 1953) the President hereby requires all persons specified by name in column (1) or by official designation in column (2) of the Schedule to this Order, to serve in connection with the affairs of the State of Andhra, as allotted officers.

SCHEDULE

Name (1)	Official designation (2)
<i>Madras Ministerial Service</i>	
Kumari M. Lakshmikantham	Officiating Lower Division Clerk, Madras Medical College, Madras.
<i>Madras Revenue Department</i>	
Mirza Md. Baig Salmani	Deputy Collector.
<i>Madras Cooperative Department</i>	
Sri S. Padmanthabha Rao	Cooperative Sub Registrar.
Sri K. R. Padmanabhan	Cooperative Sub Registrar.
<i>Madras Electricity Department Non-gazetted—Technical</i>	
Sri M. Alla Bhusi	Junior Engineer (Mechanical)
Sri S. Chittaranjan Das	Junior Engineer (Mechanical)
<i>Madras Agriculture Department</i>	
Sri D. Ragunatha Reddy	Soil Conservation Assistant.

[No. 26/4/53-AIS(I).]

N. N. CHATTERJEE, Dy. Secy.

MINISTRY OF FINANCE

(Department of Economic Affairs)

COMPANY LAW

New Delhi, the 14th May 1954

S.R.O. 1617.—In exercise of the powers conferred by sub-section (2) of Section 248 of the Indian Companies Act, 1913 (VII of 1913), the Central Government has appointed with effect from the 1st May 1954 (forenoon), Shri T. J. Gondhalekar, Additional Registrar of Firms, Bombay, to officiate as Registrar of Companies in that State vice Shri M. V. Varerkar who has proceeded on leave with effect from the same date.

[No. PFR(5)-CLIA/54.]

B. K. KAUL, Dy. Secy.

MINISTRY OF FINANCE (REVENUE DIVISION)

CENTRAL EXCISE

New Delhi, the 12th May 1954

S.R.O. 1618.—In exercise of the powers conferred by Section 37 of the Central Excises and Salt Act, 1944 (I of 1944), the Central Government hereby directs that the following further amendments shall be made in the Central Excise Rules, 1944, namely:—

In the said rules—

1. After sub-rule (3) of rule 178, the following sub-rule shall be inserted, namely:—

“(3A) Where a licensee dies, the original licence shall be deemed to have been terminated and if more than one person claiming to be the

heir to the deceased, apply for the grant of a fresh licence for the same premises, the licence shall be granted to the person who in the opinion of the licensing authority, is in actual possession of the said premises, provided that the grant of the licence to such persons shall not prejudice the rights of any other person over the licensed business or the licensed premises to which such person may be lawfully entitled."

2. In Appendix I to the said rules—

In each of the Forms of licences L-1 to L-6 (Central Excise) Series Nos. 9 to 16, the following clause shall be inserted at the end, namely:—

"The grant of this licence shall be without prejudice to the rights of any other person over the licensed business or the licensed premises to which such person may be lawfully entitled".

[No. 27.]

W. SALDANHA, Dy. Secy.

INCOME-TAX

New Delhi, the 14th May 1954

S.R.O. 1619—In pursuance of the provision of item (iii) of paragraph 15 of the Part B States (Taxation Concessions) Order, 1950, the Central Government hereby declares, for the purposes of paragraph 15 of the said Order, the palaces specified in column 2 of the Table annexed hereto as the official residences of the Rulers of the former Indian States (now included in Part B States) specified in the corresponding entry of column 3 of the said Table.

TABLE

S. No.	Description of the palace	Rulers of the former Indian States (now included in the Part B States)
1	2	3

PART B STATES

PATIALA AND EAST PUNJAB STATES UNION

- | | | |
|---|---|----------------------|
| 1 | (i) Rajmahal, Faridkot | Ruler of Faridkot. |
| | (ii) Qila Mubarik, Faridkot. | |
| | (iii) House at Mashobra, Simla. | |
| 2 | The Fort, Nalagarh | Ruler of Nalagarh. |
| 3 | (i) Jagatjit Palace, Kapurthala | Ruler of Kapurthala. |
| | (ii) Chateau, Mussoorie. | |
| 4 | Dewan Khana (Chhachrauli) | Ruler of Kalsia. |
| 5 | (i) Hira Mahal, Nabha | Ruler of Nabha. |
| | (ii) 34-Alipur Road, Delhi. | |
| | (iii) Stirling Castle, Simla. | |
| 6 | (i) Motibagh Palace, Patiala and the Motor House on the Mall. | Ruler of Patiala. |
| | (ii) Rajgarh Villa Palace and its annexe at Chail. | |
| | (iii) Lal Bagh, Patiala. | |
| 7 | Mubarak Manzil Palace | Ruler of Malerkotla. |
| 8 | Kothi Mubarik, Sangrur | Ruler of Jind. |

TRAVANCORE-COCHIN

- | | | |
|----|---|----------------------|
| 9 | (i) Westlake, Ootacamaund | Ruler of Travancore. |
| | (ii) Kaudiar Palace, Trivandrum. | |
| | (iii) Palace at Peermade. | |
| 10 | (i) The Hill Palace, Tripunithura | Ruler of Cochin. |
| | (ii) Elkhill Palace, Coonoor. | |
| | (iii) Kanjirapilli Palace. | |

I	2	3
RAJASTHAN		
11	(i) Fort Palace	Ruler of Jaisalmer.
	(ii) Shri Jawahir Niwas	
12	(i) The Palace at Sirohi	Ruler of Sirohi.
	(ii) "Kesar Bhawan" at Abu.	
13	(i) Bhanwar Vilas Palace	Ruler of Karauli.
	(ii) City Palace.	
14	(i) City Palace	Ruler of Alwar.
	(ii) Vijeymandir Palace	
	(iii) Jey-Vilas Palace at Mt. Abu.	
15	The Palace, Partabgarh	Ruler of Partabgarh.
16	(i) Shri Rajmandir	Ruler of Banswara.
	(ii) Shrigarh Palace.	
17	(i) Moti Mahal with outhouses	Ruler of Bharatpur.
	(ii) Kishan Mahal Palace, Bharatpur.	
	(iii) Mahal Khas, Bharatpur.	
18	Phoolsagar Palace	Ruler of Bundi.
19	(i) Shri Bada Mahal at Dungarpur.	Ruler of Dungarpur.
	(ii) Shri Udai Vilas Palace at Dungarpur.	
20	(i) Raytiabagh Palace	Ruler of Shahpura.
	(ii) City Palace.	
21	(i) Umed Bhawan	Ruler of Kotah.
	(ii) City Palace.	
22	Nazar Bagh Palace	Ruler of Tonk.
23	(i) City Palace	Ruler of Jaipur.
	(ii) Rambagh Palace including out-houses.	
	(iii) Jaipur House, Mt. Abu.	
24	Phulmahal Palace	Ruler of Kishengarh.
25	(i) City Palace, Udaipur	Ruler of Udaipur (Mewar).
	(ii) Lakshmi Vilas Palace.	
26	Prithvi Vilas	Ruler of Jhalawar.
27	Palace, Nimrana	Ruler of Nimrana.
28	The Palace, Kushalgarh	Ruler of Kushalgarh.
29	(i) Lallgarh Palace	Ruler of Bikaner.
	(ii) Gajner Estate including the Palace.	
	(iii) Devi Bhawan, 38 Nepean Sea Road, Bombay.	
SAURASHTRA		
30	(i) Pratap Villas	Ruler of Nawanagar.
	(ii) City Darbargadh.	
	(iii) Khambhalia Durbargadh.	
31	Palace at Valabhipur	Ruler of Vala.
32	(i) Old Darbargadh	Ruler of Rajkot.
	(ii) Ranjit Vilas Palace, Rajkot.	
33	(i) Hava Mahal Palace at Palitana	Ruler of Palitana.
	(ii) Darbargadh (Old Palace) at Palitana.	
34	(i) The Palace Darbar Gadh	Ruler of Maliya.
	(ii) The Darbargadh, Khakharechi.	
35	Darbargadh at Dhrol	Ruler of Dhrol.
36	(i) The Palace, Dhrangadhra	Ruler of Dhrangadhra.
	(ii) The Darbargadh Dhrangadhra.	
37	(i) Pratap Villas Palace	Ruler of Lathi.
	(ii) Moto-Bungalow (Darbargadh).	
38	Darbargadh, Sylva	Ruler of Sylva.
39	The Palace, Pithadia (Jetpur)	Ruler of Jetpur.
40	(i) Darbargah (City Palace) in Morvi	Ruler of Morvi.
	(ii) New Palace including Nazarbag and other attached buildings.	
41	Naz-Manzil at Bilkha	Ruler of Bilkha.
42	Darbargadh Buildings	Ruler of Vanod.
43	Balooch Bungalow, Jafrabad	Ruler of Jafrabad.
44	(i) Palace at Virpur	Ruler of Virpur.
	(ii) Darbargadh at Kharedi (Halar).	
45	The Palace at Jasdari	Ruler of Jasdari.
46	(i) Ambika Niwas Palace	Ruler of Muli.
	(ii) Hinmat Bhavan (Darbargadh).	

I	2	3
47	(i) Palace comprising Ranjit Vilas palace, Ama Vilas, Lakhendra Vilas, Khengar Bhuvan with private Secretary's offices and out-houses situated in the main Palace Compound. (ii) Old Darbargadh in Wankaner Town. (iii) Puranchandra Bhuvan (Summer residence).	Ruler of Wankaner.
48	Darbargadh at Lakhtar	Ruler of Lakhtar.
49	(i) Shri Hazur Bungalow (ii) Darbargadh at Porbandar.	Ruler of Porbandar.
50	Darbargadh, Patdi	Ruler of Patdi.
51	Laxman Niwas	Ruler of Amarnagar.
52	Palace at Khirasra	Ruler of Khirasra.
53	(i) Sarita Mahal. (ii) Darbargadh.	Ruler of Kotda-Sangani.
54	(i) Huzur Bungalow with out-houses, Garden compound and old Paddock. (ii) Gondal Darbargadh.	Ruler of Gondal.
55	(i) Rangmahal Darbargadh, including building Grounds stables and out-houses. (ii) The Balchandravilas Palace, including its building Laxivilla Guest House and Kedarbhuvan and grounds.	Ruler of Wadhwan.
56	(i) Ratan Bhuvan Palace Chuda (ii) Old Darbargadh.	Ruler of Chuda.
57	The Bhavendra Vilas Palace	Ruler of Limbdi.
58	Palace at Bajana	Ruler of Bajana.
59	(i) Nilabag Palace including Lal Bungalow and the servant quarters. (ii) Eastern wing of Darbargadh at Bhavnagar.	Ruler of Bhavnagar.
60	Palace at Vadia	Ruler of Vadia.

MYSORE

61	(i) The Palace, Mysore (ii) The Palace, Bangalore. (iii) The Palace, Fernhill, Nilgiris.	Ruler of Mysore.
62	(i) Shiva Vilas Rajmahal and Palace Annexe at Sandur. (ii) Old Palace at Sandur.	Ruler of Sandur.

HYDERABAD

63	(i) King Kothi, Hyderabad (ii) Falaknuma Palace, Hyderabad. (iii) Purani Haveli (Old Palace), Hyderabad. (iv) Palace at Ootacamund (Harewood and Cedars Bungalows).	Ruler of Hyderabad.
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S.R.O. 1620 In pursuance of the provision of item (iv) of paragraph 13 of the Merged States (Taxation Concessions) Order, 1949, the Central Government hereby declares, for the purposes of paragraph 13 of the said Order, the palaces specified in column 2 of the Table hereto annexed as the official residences of the Rulers of the former Indian States (now known as the Merged States) specified in the corresponding entry of column 3 of the said Table.

TABLE

S. No.	Description of the palace	Ruler of the former Indian States (now known as the Merged States)
I	2	3

ORISSA

1	New Palace at Athgarh	Ruler of Athgarh.
2	Palace at Athmallik	Ruler of Athmallik.
3	Palace at Deogarh, Bamra	Ruler of Bamra.
4	Palace at Barambagarh	Ruler of Baramba.

I	2	3
5	Palace at Baudh	Ruler of Baudh.
6	Palace at Bonaigarh	Ruler of Bonai.
7	Palace Dhenkanal	Ruler of Dhenkanal.
8	Palace at Daspalla	Ruler of Daspalla.
9	New Palace at Sundargarh	Ruler of Gangpur.
10	Palace at Hindol	Ruler of Hindol.
11	Palace at Bhawanipatna, Kalahandi	Ruler of Kalahandi.
12	New Palace Kconjargarh	Ruler of Keonjhar.
13	Palace at Khandapara	Ruler of Khandapara.
14	Rajbati at Baripada, Mayurbhanj	Ruler of Mayurbhanj.
15	New Palace at Nayagarh	Ruler of Nayagarh.
16	Palace at Narsinghpur	Ruler of Narsinghpur.
17	Palace at Nilgiri	Ruler of Nilgiri.
18	Shilashree Palace at Bolangirpatna	Ruler of Patna.
19	Palace at Pal Lahara	Ruler of Pal Lahara.
20	Palace at Rampur, Rairakhol	Ruler of Rairakhol.
21	Palace at Ranpur	Ruler of Ranpur.
22	Palace at Sonapur	Ruler of Sonapur.
23	Palace at Talcher	Ruler of Talcher.
24	Palace at Tigiria	Ruler of Tigiria.

BIHAR

25	Seraikella Rajbati or Palace in Seraikella town	Ruler of Seraikella.
26	Rajbati or Palace in Kharaswan town	Ruler of Kharsawan.

MADHYA PRADESH

27	Ruler's Palace at Makrai, Makrai	Ruler of Makrai.
28	Kawardha Palace, Kawardha	Ruler of Kawardha.
29	Lalbag Palace at Rajnandgaon	Ruler of Nandgaon.
30	The Palace at Ambikapur	Ruler of Surguja.
31	The Palace at Baikunthpur	Ruler of Korea.
32	The Palace at Janakpur	Ruler of Changbhakar.
33	Kamtel Vilas Palace at Khairagarh	Ruler of Khairabahr.
34	Keshar Mahal Palace at Chhuikhadan	Ruler of Chhuikhadan.
35	Moti Mahal, Raigarh	Ruler of Raigarh.
36	Girivilas Palace, Sarangarh	Ruler of Sarangah
37	New Palace at Jashpurnagar	Ruler of Jashpur.
38	Old Palace at Sakti	Ruler of Sakti.
39	The Palace at Jagdalpur	Ruler of Bastar.
40	The Old Guest House at Kankar	Ruler of Kankar.

PUNJAB

41	The Fort at Laharu	Ruler of Loharu.
42	'Khurshid Manzil', Dujana	Ruler of Dujana.
43	'Ibrahim Palace', Pataudi	Ruler of Pataudi.

MADRAS

44	(i) New Palace, Pudukkottai (including Palace Gate)	Ruler of Pudukkottai.
	(ii) Old Palace, Pudukkottai.	
	(iii) Tredis, Kodaikanal.	

ANDHRA

45	(i) "Rais Manzil"	Ruler of Banganavalle.
	(ii) Summer Palace at Pothapad Village.	

UTTAR PRADESH

46	(i) Tehri Palace	Ruler of Tehri Garhwal.
	(ii) Narendranagar Palace.	
47	Ram Bagh, P. O. Ramnagar, Banaras	Ruler of Banaras.
48	(i) Khasbagh Palace, Rampur	Ruler of Rampur.
	(ii) Shahabad Castle, Rampur.	

I	2	3
49	Samthar Fort, P. O. Samthar, Distt. Jhansi .	Ruler of Samthar.
50	Banka Pahari, Fort, Banka Pahari, P. O. Gursarai, Distt. Jhansi.	Ruler of Banka Pahari.
51	Bijna Fort, P. O. Uldan, Distt. Jhansi .	Ruler of Bijna.
52	Fort Palace at Dhurwai, Dhurwai, Tehsil Garotha, Distt. Jhansi.	Ruler of Dhurwai.
53	Fort at Tori-Fatchpur, Tehsil Garotha, Distt. Jhansi	Ruler of Tori Fatehpur.
54	Shaukat Manzil, P. O. Kadaura, Distt. Jalaun .	Ruler of Baoni.
55	(i) Rao Bagh Palace with appurtenances. } P. O. (ii) Old Palace with apurtenant land } Charkhari, and buildings. } Distt. Hamipur.	Ruler of Charkhari.
56	Ruler's Palace, Jigni, Tehsil Rath, P. O. Jigni, Distt. Hamirpur.	Ruler of Jigni.
57	Mahipal Palace, Village & P. O. Saraila, Distt. Hamirpur (Tehsil Rath).	Ruler of Sarila.
58	Fort at Beri, Village Beri (via Kalipi), Distt. Hamirpur.	Ruler of Beri.
59	Palace at Kohania Village & P. O. KOHANIA, Tehsil Kul Pahar, Distt. HAMIRPUR.	Ruler of Bihat.
60	Bhaisaundha Palace, P. O. Chitrakut, Distt. Banda	Ruler of Bhaisaundha.
61	Pathrondi Palace P. O. Chitrakut, Distt. Banda	Ruler of Taraon.
62	Palace at Baraundha	Ruler of Baraundha.

WEST BENGAL

63 (i) The Palace, Cooch Behar Ruler of Cooch-Behar.
(ii) Woodlands Palace, Calcutta.
(iii) Darjeeling Estate, Darjeeling.

BOMBAY

64	Moti Baug at Surgana	Ruler of Surgana.
65	(i) New Palace at Kolhapur	Ruler of Kolhapur.
	(ii) Shahu Palace, Poona.	
	(iii) Shivtirath Palace, Bombay.	
66	Wada at Kurundwad	Ruler of Kurundwad Senior.
67	(i) Patch Baug Palace, Lunawada	Ruler of Lunawada.
	(ii) The Old Palace.	
68	(i) Laxmi Vilas Palace at Baroda	Ruler of Baroda.
	(ii) Jayamahar Palace, Bombay.	
	(iii) Poona House, Poona.	
69	(i) Palace at Bhor	Ruler of Bhor.
	(ii) " Pant Sachiv Lodge " at Mahableshwar.	
70	Jaiwilas Palace, Jawhar	Ruler of Jawhar.
71	Ram Palace Madhavpur Vadgaon	Ruler of Kurundwad Junior No. 1.
72	Palace at Vadgaon	Ruler of Kurundwad Junior No. 2.
73	Majid Castle (New Mahal) at Savanur	Ruler of Savanur.
74	Ramvilas Raj Mahal at Jath	Ruler of Jath.
75	Swanand Bhuvan Palace, Sangli	Ruler of Sangli.
76	(i) Devi Bhavan Palace, Miraj	Ruler of Miraj Senior.
	(ii) " Sindolapark " Palace at Mahableshwar.	
77	Royal Palace at Budgaon	Ruler of Miraj Junior.
78	C. T. S. House No. 2605 at Miraj Town	Ruler of Wadi Jagir.
79	(i) New Palace at Akalkot	Ruler of Akalkot.
	(ii) The Craig Bungalow, Mahableshwar.	
80	Darbargadh (Palace including out-houses and a compound, Jambughoda.	Ruler of Jambughoda.
81	The Palace known as Raj Mahal at Devgarh Baria	Ruler of Baria.
82	Palace at Sant	Ruler of Sant.
83	Palace at Ramdurg	Ruler of Ramdurg.
84	Rajgadhi, Radhanpur	Ruler of Radhanpur.
85	Palace " Kasre-e-Ahmed " with building viz., Devan-e-Aam, Hazur Dafter and others standing in the compound, Murud.	Ruler of Janjira.

1	2	3
86	Darbagadh, Sanjeli	Ruler of Sanjeli.
87	Modhoji Manmohan Palace at Phaltan	Ruler of Phaltan.
88	(i) New Palace at Mudhol	Ruler of Mudhol.
	(ii) "New Clifton Lodge" at Mahableshtar	
89	"Ramchandra Prasad" at Ramtirth	Ruler of Jamkhandi.
90	Darbagadh at Mohanpur	Ruler of Mohanpur.
91	Jaswant Palace at Ranasan	Ruler of Ranasan.
92	Darbagadh Palace at Vijayanagar	Ruler of Vijayanagar.
93	Darbagadh at Sathamba	Ruler of Sathamba.
94	Darbagadh at Magodi	Ruler of Magodi.
95	New Palace with out-houses at Mandwa	Ruler of Mandwa.
96	Darbagadh at Bhadarwa	Ruler of Bhadarwa.
97	Fateh Vilas Palace (Old Palace and Prince's Villa with servants quarters close to the Palace), Chhota Udepur.	Ruler of Chhota Udepur.
98	Darbagadh at Umeta	Ruler of Umeta.
99	Lalehzar Palace with stables, out-houses etc. at Cambay.	Ruler of Cambay.
100	Darbagadh with adjoining rooms at Punadra	Ruler of Pundra.
101	Garden Bungalow with servants' rooms at Balasinor	Ruler of Balasinor.
102	Darbagadh including outhouses at Khadal	Ruler of Khadal.
103	Building in the Darbagadh situated inside the gate at Ghodasar.	Ruler of Ghodasar.
104	Darbar compound including Palace situated in it and all the buildings at Dharampur.	Ruler of Dharampur.
105	Digvirendra Palace with compound including all buildings viz., Parbal Bhuvan, Harshad Bhavan, Svet Sadan, Vasant Vihar and out-houses etc., at Bansda.	Ruler of Bansda.
106	Quasre Sultan Palace at Dumas including lands and buildings appertaining thereto bearing Survey Nos. 236 to 244 with total areas of 19A-12G.	Ruler of Sachin.
107	Pratap Palace Himatnagar	Ruler of Idar.
108	Darbagadh with residential house at Ilol	Ruler of Ilol.
109	New Darbagadh at Vakhatapur	Ruler of Vakhatapur.
110	Darbagadh at Likhi	Ruler of Likhi.
111	Bungalow at Dedhrota	Ruler of Dedhrota.
112	Darbagadh at Hapa	Ruler of Hapa.
113	Darbagadh at Tajpuri	Ruler of Tajpuri.
114	Darbagadh at Malpur	Ruler of Malpur.
115	Darbagadh at Ambaliara	Ruler of Ambaliara.
116	(i) Palace at Aundh	Ruler of Aundh.
	(ii) Palace at Mahableshtar.	
117	Shri Zorawar Palace at Palanpur	Ruler of Palanpur.
118	Rajya Mahal with its compound covering the area from the main gate near the new jail to the hills adjacent to it at Danta.	Ruler of Danta.
119	All buildings situated in the Darbagadh at Tharad	Ruler of Tharad.
120	Palace at Wav	Ruler of Wav.
121	Neeti Villa, Hindalge, Belgaun	Ruler of Sawantwadi.
122	Darbagadh at Palaj with all houses	Ruler of Palaj.
123	New Darbagadh with out houses and surrounding lands measuring 75 vighas 8 Vasas at Valasna.	Ruler of Valasna.
124	Darbagadh including 2 rooms near the entrance door of the Darbagadh at Sudasna.	Ruler of Sudasna.
125	Darbagadh including all the buildings within the Darbagadh premises at Versoda.	Ruler of Versoda.
126	Darbagadh at Katosan	Ruler of Katosan.
127	Darbagadh with all out-houses including compound right up to main gate at Vasna.	Ruler of Vasna.
128	Sajjan Vilas Palace at Mansa	Ruler of Mansa.

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3

HIMACHAL PRADESH

129	(i) The Palace at Nahan	Ruler of Sirmur.
	(ii) Bikram Palace.	
130	Akhandichandi Palace	Ruler of Chamba.
131	Palace at Junga including portions occupied by members or the Ruler's family.	Ruler of Keonthal.
132	Palace at Arki	Ruler of Baghal.
133	Palace at Kunihar	Ruler of Kunihar.
134	Palace at Mangal	Ruler of Mangal.
135	Palace at Suni	Ruler of Bhajji.
136	Palace at Tharoach	Ruler of Tharoach.
137	Palace at Halog (134 rooms)	Ruler of Dhami.
138	Palace at Kiar	Ruler of Koti.
139	Palace at Dharampur	Ruler of Madhan.
140	Bijai Palace, Mandi	Ruler of Mandi.
141	Laxman Palace with appurtenances at Sundernagar	Ruler of Suket.
142	Padam Palace, Rampur	Ruler of Bushahr.
143	Palace at Old Jubbal	Ruler of Jubbal.
144	Palace at Sainj	Ruler of Theog.
145	Palace at Ghund	Ruler of Ghund.
146	Palace at Ghorna	Ruler of Balson.
147	Palace at Deori	Ruler of Khaneti.
148	Palace at Darkoti	Ruler of Darkoti.
149	Solan, 225, 228/1, 229/4, 229/3 and 291	Ruler of Baghat.
150	Patta Khasra No. 87, 165/66 and 61	Ruler of Mahlog.
151	Mashobra Khasra Nos. 55, 56, 63, 35, 1045, 1046, 1047, 93, 115, 116, 120 and 173.	Ruler of Beja.
152	Krishnagarh Khasra No. 127, 129, 133, 139, 1912, 1663, 210 and 243.	Ruler of Kuthar.
153	Palace at Rajpuri	Ruler of Ravingarh.
154	Palace building at Dhadi	Ruler of Dhadi.
155	Palace building at Rateh	Ruler of Rateh.
156	Palace building at Ani, Kulu	Ruler of Sangri.
157	Palace at Delath	Ruler of Delath.
158	Palace at Kumarsain	Ruler of Kumarsain.

BILASPUR

159	New Palace	Ruler on Bilaspur.
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BHOPAL

160	(i) Qasr-i-Sultani with all the out-houses, gardens and servant quarters.	Ruler of Bhopal.
	(ii) Chiklod with all houses, out houses, grounds and Quarters.	
	(iii) House at Mussoorie.	

KUTCH

161	(i) Ranjit Villa (Palace, Bhuj	Ruler of Kutch.
	(ii) Vijay Villas Palace, Mandvi.	

TRIPURA

162	(i) Ujjayanta Palace at Agartala (That portion occupied by Ruler).	Ruler of Tripura.
	(ii) Tripura House, Calcutta.	

MANIPUR

163	(i) Palace at Imphal	Ruler of Manipur.
	(ii) Palace at Langthabal.	

1	2	3
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VINDHYA PRADESH

164	Palace at Ajaigarh	Ruler of Ajaigarh.
165	Palace at Alipura	Ruler of Alipura.
166	Palace at Bijawar	Ruler on Bijawar.
167	Palace at Chhatarpur	Ruler of Chhatarpur.
168	Palace at Datia	Ruler of Datia.
169	Palace at Garrauli	Ruler of Garrauli.
170	Palace at Gaurihar	Ruler of Gaurihar.
171	Palace at Jaso	Ruler of Jaso.
172	Palace at Kamta Rajoula	Ruler of Kamta Rajoula.
173	Palace at Kothi	Ruler of Kothi.
174	Palace at Lugasi	Ruler of Lugasi.
175	Palace at Nagod	Ruler of Nagod.
176	Palace at Nowgong	Ruler of Naigawan Rebai.
177	Palace at Tikamgarh	Ruler of Orchha.
178	Palace at Choubepur	Ruler of Pahra.
179	Palace at Paldeo	Ruler of Paldeo.
180	Palace at Panna	Ruler of Panna.
181	Palace at Rewa	Ruler of Rewa.
182	Palace at Sohawal	Ruler of Sohawal.
183	Palace at Jabalpur	Ruler of Maihar.

[No. 32.]

G. L. POPHALE, Dy. Secy.

CENTRAL BOARD OF REVENUE

INCOME-TAX

New Delhi, the 13th May, 1954

S.R.O. 1621.—The following draft of certain further amendments to the Indian Income-tax Rules, 1922, which the Central Board of Revenue proposes to make in exercise of the powers conferred by sub-section (1) of section 59 of the Indian Income-tax Act, 1922 (XI of 1922), is published, as required by sub-section (4) of the said section, for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 15th June 1954.

Any objection or suggestion which may be received from any person in respect of the said draft before the date specified will be considered by the said Board.

Draft amendments

In the forms appended to rule 19 of the said Rules—

- (1) In form 'A' in item (ii) of the cage at the bottom of the Statement in Part VI—Income from Property, for the words and figures "31st March, 1952" the words and figures "31st March, 1954" shall be substituted;
- (2) in form 'B' in item (ii) of the cage at the bottom of the Statement in Part IV—Income from Property, for the words and figures "31st March, 1952" the words and figures "31st March, 1954" shall be substituted.

[No. 30.]

K. B. DEB, Under Secy.

MINISTRY OF COMMERCE AND INDUSTRY

New Delhi, the 15th May, 1954

S.R.O. 1622.—In exercise of the powers conferred by sub-section (2) of section 6 of the Indian Power Alcohol Act, 1948 (XXII of 1948) and in supersession of the Notifications of the Government of India in the Ministry of Commerce and Industry Nos. 42(8)-Plant/51(2) dated the 17th September, 1952, 48(22)-T&P/50/Plant(2) dated the 1st November, 1952 and 48(25)-T&P/50(CI) dated the 2nd January, 1953, the Central Government hereby specifies that in areas in which the said Act is in force, the proportion of petrol and power alcohol in the admixture of such petrol and power alcohol shall, with effect from the 16th May 1954, be 15 parts by volume of power alcohol to 85 parts by volume of petrol.

[No. Ind(B)-33(6)/54.]

K. N. SHENOY, Under Secy.

New Delhi, the 18th May 1954

S.R.O. 1623.—The following Notification issued by the Iron and Steel Controller, Calcutta, under clauses 4 and 5 of the Iron and Steel (Control of Production and Distribution) Order, 1941, is published for general information:—

"In pursuance of the provisions of clauses 4 and 5 of the Iron and Steel (Control of Production and Distribution) Order, 1941, I hereby direct that no permit shall be necessary for the acquisition, within the Union of India, by any person from a Stockholder other than a Controlled Stockholder or a Registered Producer, or for the disposal, within the Union of India, by a Stockholder other than a Controlled Stockholder or a Registered Producer to any person, of any quantity of Black Sheets (plain), Galvanised Sheets (plain), Galvanised Sheets (Corrugated) and Plates from such stocks as were held by a Stockholder other than a Controlled Stockholder or a Registered Producer for a period exceeding *ninety days*, or for a lesser period if the State Steel Licensing Authority so orders, from the date of receipt by the State Steel Licensing Authority of first intimation of such stocks, but which remain either (a) uncovered by permits or (b) covered by issue of permits, but for which no financial arrangements have been made by the allottees *within* the period of validity of the permits issued.

2. This relaxation shall *not* affect the statutory selling prices of such categories of iron and steel and shall be subject to the condition that every Stockholder other than a Controlled Stockholder or a Registered Producer shall submit, at the end of each calendar month, to the State Steel Licensing Authority concerned, a return showing the details of the stocks to which the relaxation referred to in paragraph 1 above is applicable, indicating the number and date of the letter by which such stocks were reported to the State Steel Licensing Authority so as to reach the State Steel Licensing Authority not later than the 10th of the succeeding month.

3. This order supersedes the orders contained in the Ministry of Commerce and Industry Notification No. SC(A)-4(51)/II, dated the 15th September, 1952, (published as S.R.O. No. 1581 in the Gazette of India, Extraordinary, Part II, Section 3, of the same date), in so far as all categories of Sheets and Plates are concerned and the Notification No. SC(A)-4(158), dated the 3rd August, 1953 (published as S. R. O. No. 1529, in the Gazette of India, Part II, Section 3, dated the 8th August, 1953).

C. R. NATESAN,
Iron and Steel Controller."

[No. SC(A)-4(158).]

D. HEJMADI, Under Secy.

Bombay, the 19th May 1954

S.R.O. 1624.—In pursuance of the proviso to clause 9 of the Cotton Control Order, 1950, I hereby notify that the form, in which a licence for the purchase, storage or

sale of, or for carrying on business in hand-ginned cotton, shall be granted to any person shall be as follows, namely,—

"Form of the licence for the purchase, storage or sale, or for carrying on business in, hand-ginned cotton, or for holding hand-ginned cotton in hypothecation or against pledge."

1. Subject to the provisions of the Cotton Control Order, 1950, (hereinafter referred to as the 'said order') and to the terms and conditions of this licence.

..... is/are hereby authorised to purchase, store or sell, or carry on business in, hand-ginned cotton, or hold hand-ginned cotton in hypothecation or against pledge in the following area or areas:—

2. The licensee shall carry on the aforesaid business at the following place(s):—

3. The licensee shall not sell, hypothecate, or pledge hand-ginned cotton to any person who does not hold a licence under the said Order, or is not otherwise authorised to purchase cotton.

4. The licensee shall issue to every customer a correct receipt or invoice as the case may be, giving his own name, address and licence number, the name, address and licence number of the customer, the date of transaction, the quantity sold, the rate per candy and the total amount charged.

5. The licensee shall give all facilities at all reasonable times to the licensing authority or any officer authorised by such authority in this behalf, for the inspection of his stocks at any shop, godown or other place used by him for the storage or sale of hand-ginned cotton and for taking samples of hand-ginned cotton for examination.

Date.....

Signature of the Licensing
Authority."

T. SWAMINATHAN,
Textile Commissioner.

[No. 44(12)-CT(A)/53 XIV.]

ORDER

New Delhi, the 19th May 1954

S.R.O. 1625.—In exercise of the powers conferred by section 3 of the Essential Supplies (Temporary Powers) Act, 1946, (XXIV of 1946), the Central Government hereby directs that the following further amendments shall be made in the Cotton Control Order, 1950, namely:—

In the said Order,—

(1) in sub-clause (1) of clause 9A,

(a) for the word "two", the word "three" shall be substituted;

(b) after item (ii), the following item shall be inserted, namely:—

"(iii) 'H' class licence";

(2) in clause 10, after the words and letter "in Form B" the words and letter "or in Form F, as the case may be" shall be inserted;

(3) after Form "E", the following form shall be inserted, namely:—

"FORM F.

(See clause 10)

1. Applicant's name.

2. Where the applicant is a Corporation or a partnership firm, the names of the Directors or the partners, as the case may be.

3. Applicant's full address.

4. The location of the applicant's place of business, godowns and other premises used by him for the storage or sale of hand-ginned cotton (detailed address of these places should be given).

I have carefully read the conditions of the licence granted to me by the Textile Commissioner in the form prescribed by him in the exercise of the power conferred on him by the proviso to clause 9 of the Cotton Control Order, 1950, and I hereby declare that I agree to abide by them.

Declaration

I hereby declare that the information given above is true to the best of my knowledge and belief.

Signature of the Applicant."

[No. 44(12)CT(A)/53 XIII.]

S. A. TECKCHANDANI, Under Secy.

MINISTRY OF FOOD AND AGRICULTURE

(Agriculture)

New Delhi, the 12th May 1954

S.R.O. 1626.—The following amendments to the Indian Central Cotton Committee's Provident Fund Rules, which, with the previous sanction of the Central Government, the Committee have made in exercise of the powers conferred by section 16 of the Indian Cotton Cess Act, 1923 (XIV of 1923), are hereby published as required by section 17 of the said Act, namely:—

In sub-rule (2) of rule 3 of the said Rules—

- (i) for the words "at the rate of one-twelfth of the monthly salary of each member", the words and figures "at the rate of one-twelfth of the monthly salary in respect of each member appointed in the service of the Committee on or before the 28th February, 1954, and at the rate of one-sixteenth of the monthly salary in respect of any other member appointed thereafter" shall be substituted; and
- (ii) for the words "one-twelfth" where they occur for the second time, the words "one-sixteenth" shall be substituted.

[No. F.1-58/52-CJ.]

F. C. GERA, Under Secy.

New Delhi, the 13th May 1954

S.R.O. 1627.—In pursuance of clause 4 of the Wheat (Manufacture of Fines) (Prohibition) Order, 1954, the Central Government hereby appoints the Officers specified in column 2 of the Schedule annexed hereto to be additional Inspectors to exercise and perform the powers and duties conferred and imposed on an

Inspector by the said Order within the local limits of the jurisdiction specified in the corresponding entry of column 4 thereof.

SCHEDULE

S. No.	Name	Headquarters of the Officer	Jurisdiction
1	2	3	4
1	Shri S. Mahbub Mian, I. A. S., Regional Director (Food), Southern Region, Madras.	Madras	Madras State Hyderabad " Mysore " Travancere- Cochin " Andhra " Cocrg "
2	Shri P. K. Samal, Regional Director (Food) Western Region, Bombay.	Bombay	Bombay State Saurashtra " Madhya Bharat " Kutch "
3	Shri J. S. Narayana, Regional Director (Food), Eastern Region Calcutta.	Calcutta	West Bengal State Orissa " Bihar " Assam " Manipur " Tripura "

[No. PYII-656(16)/54.]

New Delhi, the 14th May 1954

S.R.O. 1628.—In pursuance of the provisions of sub-clause (3) of clause 1 of the Food-grains (Licensing and Procurement) Order, 1952, the Central Government hereby directs that the provisions of clauses 1, 2, 4, 5, 6, 7 and 8 of the said Order shall come into force on the 14th May 1954, and the provisions of clauses 3 and 9 to 13 thereof on the 30th May, 1954, in respect of paddy and rice in the eleven rationed cities of the Bombay State, viz., Greater Bombay, Poona, Ahmedabad, Sholapur, Baroda, Surat, Ahmednagar, Nasik, Belgaum, Kolhapur and Hubli.

[No. PYII-654(8)/54.]

S. N. BHALLA, Dy. Secy.

New Delhi, the 18th May 1954

S.R.O. 1629.—In pursuance of clause (i) and (k) of rule 4 of the General Grading and Marking Rules, 1937, the Central Government hereby fixes with effect from the 1st June, 1954, one anna per lb. of bristles, as the charge, for Agmark labels to be affixed to cases of bristles.

[No. F. 14-85/53-Dte. II.]

K. C. CHETTY, Under Secy.

ORDER

New Delhi, the 14th May 1954

S.R.O. 1630.—In exercise of the powers conferred by section 3 of the Essential Supplies (Temporary Powers) Act, 1946 (XXIV of 1946), the Central Government

hereby directs that the following amendment shall be made in the Wheat (Manufacture of Fines) (prohibition) Order, 1954, namely:—

For the Form annexed to the said Order the following Form shall be substituted, namely:—

“FORM

(See clause 6)

Fortnightly return to be submitted by the owner or person Incharge of every flour mill on the 1st and the 16th day of every month (in duplicate).

Name of Mill

(Figures in maunds.)

Article	Opening balance	Receipts/ Milled	Total Issues	Closing balance
			(a) For wheat quantity issued for the manufacture of wheat products; and (b) For products, quantity sold.	
1. <i>Manufacture of fines for internal consumption.</i>				
Wheat				
Maida				
Sooji/Rawa				
Resultant Atta				
Bran				
2. <i>Manufacture of wheat products for export out of India.</i>				
Wheat:—				
(a) Fines (Maida, Sooji or Rawa not less than 60 per cent)				
Resultant Atta				
Bran				
(b) Atta (not less than 80%)				
Bran				
(c) Atta and fines together (not less than 80 per cent)				
Bran				
3. <i>Manufacture of wholemeal atta.</i>				
Wheat:—				
(a) Indigencous				
(b) Imported				
Wholemeal atta				
Bran				

MINISTRY OF HEALTH*New Delhi, the 12th May 1954*

S.R.O. 1631.—The following draft of certain further amendments in the Drugs Rules, 1945, which it is proposed to make after consultation with the Drugs Technical Advisory Board, in exercise of the powers conferred by section 33 of the Drugs Act, 1940 (XXIII of 1940), is published as required by the said section, for the information of persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 22nd August, 1954.

2. Any objection or suggestion which may be received from any person, with respect to the said draft, before the date specified, will be considered by the Central Government.

Draft Amendments

In the said Rules—

1. In rule 65, after clause (15) the following clause shall be inserted, namely:—
“(16) the licensee shall maintain an Inspection Book to enable an inspector to record his impressions, defects noticed, etc. and to follow up the reports at the time of subsequent inspections.”
2. In rule 74, after clause (d) the following clause shall be inserted, namely:—
“(e) the licensee shall maintain an Inspection Book to enable an inspector to record his impressions, defects noticed, etc. and to follow up the reports at the time of subsequent inspection.”
3. In rule 78, after clause (k) the following clause shall be inserted, namely:—
“(1) the licensee shall maintain an Inspection Book to enable an inspector to record his impressions, defects noticed, etc. and to follow up the reports at the time of subsequent inspections.”
4. In rule 92, after clause (d) the following clause shall be inserted, namely:—
“(e) the licensee shall maintain an Inspection Book to enable an inspector to record his impressions, defects noticed, etc. and to follow up the reports at the time of subsequent inspections.”

[No. F.1-11/53-DS.]

New Delhi, the 14th May 1954

S.R.O. 1632.—It is hereby notified for general information that under clause (vii) of sub-section (2) of section 5 of the Drugs Act, 1940 (XXIII of 1940), the under-mentioned persons have been elected by the Medical Council of India as members of the Drugs Technical Advisory Board with effect from the 2nd March, 1954.

- (1) Dr. P. K. Ghosh, M.B., D.T.M., M.R.C.P., F.R.C.P., T.D.D., F.C.C.P. 22, Nilmoni Miter Street, Calcutta.
- (2) Dr. B. N. Ghosh, M.B.E., F.R.F.P.S., L.M., 2-F, Garacha First Lane, Calcutta—19.
- (3) Dr. M. L. Gujral, M.R.C.P., Professor of Pharmacology, Medical College, Lucknow.

[No. F. 4-7/52-D. S.]

KRISHNA BIHARI, Under Secy.

New Delhi, the 12th May 1954

S.R.O. 1633.—The notification of the Government of India in the Ministry of Health No. S.R.O. 1290, dated the 16th March, 1954, published in the Gazette of India, dated the 24th April, 1954, is hereby cancelled.

[No. F.16-1/54-PH.]

A. V. VENKATASUBBAN, Under Secy.

New Delhi, the 14th May, 1954

S.R.O. 1634.—In pursuance of sub-sections (1) and (2) of section 12 of the Pharmacy Act, 1948 (VIII of 1948), the Pharmacy Council of India at its meeting held on the 1st March, 1954 passed the following resolution:—

“The Pharmacy Council of India considered the reports of the Inspectors on the ‘I. Pharm.’ and ‘B. Pharm.’ courses of study provided by the Birla College, Pilani, and is of the opinion that the two courses of study comply substantially with the Education Regulations. The Council, therefore, approves of under section 12(1) of the Pharmacy Act, for a period of two years, the two courses of study for the purpose of admission to an approved examination for pharmacists. The ‘I. Pharm.’ and ‘B. Pharm.’ examinations are also approved of under section 12(2) of the Act for the purpose of qualifying for registration as a pharmacist.”

[No. F. 7-6/54-D.S.]

P. S. RAMACHANDRAN, Secy.,
Pharmacy Council of India.

KRISHNA BIHARI, Under Secy.

New Delhi, the 15th May, 1954

S.R.O. 1635.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 3 of the Indian Medical Council Act, 1933 (XXVII of 1933), the Central Government hereby nominates Lt.-Col. A. N. Chopra, M.B.B.S., D.P.H., D.T.M., P.H.S., Director of Medical and Health Services, Uttar Pradesh, to be a member of the Medical Council of India, with effect from the 10th March, 1954 *vice* Dr. H. N. Hukku deceased.

[No. F. 5-13/53-MI.]

BABU RAM, Under Secy.

MINISTRY OF REHABILITATION

New Delhi, the 5th May, 1954

S.R.O. 1636.—In exercise of the powers conferred by Section 4 of the Evacuee Interest (Separation) Act, 1951 (LXIV of 1951), the Central Government hereby appoint Shri P. C. Gupta Sub-Divisional Magistrate, Bhopal as a part-time Competent Officer for the State of Bhopal with effect from the 20th April 1954 (F.N.) for the purpose of performing the functions assigned to him by or under the said Act.

[No. 52(3)/52-Prop.]

L. B. MATHUR, Under Secy.

MINISTRY OF NATURAL RESOURCES & SCIENTIFIC RESEARCH

New Delhi, the 10th May, 1954

S.R.O. 1637.—In exercise of the powers conferred by section 5 of the Mines and Minerals (Regulation and Development) Act, 1948 (LIII of 1948), the Central Government hereby directs that the following further amendment shall be made in the Mineral Concession Rules, 1949, namely:—

In class 9 of Schedule II to the said Rules, for the words “felspar and flourspar” the words “felspar, flourspar and calcite” shall be substituted.

[No. MII-152(12)/54.]

New Delhi, the 11th May, 1954

S.R.O. 1638.—In exercise of the powers conferred by section 5 of the Mines and Minerals (Regulation and Development) Act, 1948 (LIII of 1948), the Central Government hereby directs that the following further amendments shall be made in the Mineral Concession Rules, 1949, namely:—

In the said Rules—

1. (a) Rule 7 shall be renumbered as sub-rule (1) of that rule; and

(b) in sub-rule (1) as so renumbered, for sub-clause (ii) of clause (a) the following sub-clause shall be substituted, namely:—

“(ii) If the applicant is a partnership firm, a company or an association or body of individuals, whether incorporated or not, its name, nature and place of business, place of registration or incorporation and except in the case of a company which is not a private company as defined in the Indian Companies Act, 1913 (VII of 1913), the names and addresses of the individuals constituting such partnership firm, company, association or body.”

(c) after sub-rule (1) as so renumbered the following sub-rule shall be substituted, namely:—

“(2) If there is any omission or misdescription of the profession and residence in the case of an individual or of the place of business in the case of a partnership firm, a company or an association or body of individuals, whether incorporated or not, such omission or misdescription shall be corrected within a period specified by the State Government or an officer appointed by that Government in this behalf.”

2. In rule 14, for sub-clause (ii) of clause (a) the following sub-clause shall be substituted, namely:—

“(ii) If the applicant is a partnership firm, a company or an association or body of individuals, whether incorporated or not, its name, nature and place of business, place of registration or incorporation, and except in the case of a company which is not a private company as defined in the Indian Companies Act, 1913 (VII of 1913), the names and addresses of the individuals constituting such partnership firm, company, association or body.”

3. In rule 18, in sub-rule (1) after the proviso the following further proviso shall be inserted, namely:—

“Provided further that no application shall be deemed to be incomplete for the purposes of this rule, on account of the omission or misdescription of the profession or residence in the case of an individual or of the place of business in the case of a partnership firm, a company, or an association or body of individuals, whether incorporated or not, if such omission or misdescription is corrected within a period specified by the State Government or an officer appointed by that Government in this behalf.”

4. In rule 27, for sub-clause (ii) of clause (a) the following sub-clause shall be substituted, namely:—

“(ii) If the applicant is a partnership firm, a company or an association or body of individuals, whether incorporated or not, its name, nature and place of business, place of registration or incorporation and except in the case of a company which is not a private company as defined in the Indian Companies Act, 1913 (VII of 1913), the names and addresses of the individuals constituting such partnership firm, company, association or body.”

5. In rule 32, in sub-rule (1) after the proviso the following further proviso shall be inserted, namely:—

“Provided further that no application shall be deemed to be incomplete for the purposes of this rule on account of the omission or misdescription of the number and date of the prospecting licence and of the profession and residence in the case of an individual or of the place of business in the case of a partnership firm, a company or an association or body of individuals, whether incorporated or not, if such omission or misdescription is corrected within a period specified by the State Government or an officer appointed by that Government in this behalf.”

6. After rule 68 the following rule shall be inserted, namely:—

“(69) A partnership firm, a company which is a private company as defined in the Indian Companies Act, 1913 (VII of 1913) or an association or body of individuals, whether incorporated or not, shall intimate

promptly to the State Government any change that may take place in the individuals constituting such partnership firm, company, association or body."

[No. MII-152(268)/53.]

T. GONSALVES, Dy. Secy.

REGISTRAR, JOINT STOCK COMPANIES

Madras, the 5th May 1954

NOTICE PURSUANT TO SECTION 247(5)

In the matter of Indian Companies Act, 1913 and The Bank of Arcot Limited.

S.R.O. 1639.—With reference to the notice dated 12th December 1953 published on page 2059 of Part II, Section 3 of the Gazette of India dated 26th December 1953, the above company not having shown cause to the contrary within the time fixed, the name of the company has, under section 247(5) of the Indian Companies Act, 1913, been struck off the register.

[No. Ba.1448/53.]

PURSUANT TO SECTION 247(3)

In the matter of the Indian Companies Act, 1913 and The Narayana Rao and Company Limited.

S.R.O. 1640.—Whereas communications addressed to the Narayana Rao and Company Limited at its registered office either remain unanswered or are returned undelivered by the post office and whereas it appears accordingly that the Narayana Rao and Company Limited is not carrying on business or is not in operation;

Notice is hereby given pursuant to section 247(3) of the Indian Companies Act, 1913, that unless cause is shown to the contrary before the expiration of three months from the date of this notice, the name of the said company will be struck off the register and the said company will be dissolved.

[No. K473/53.]

Madras, the 8th May 1954

PURSUANT TO SECTION 247(3)

In the matter of Indian Companies Act, 1913 and Santha Pictures Limited.

S.R.O. 1641.—Whereas communications addressed to the Santha Pictures Limited at its registered office are returned undelivered by post office and the managing director has stated that the company has not carried any business since 1952.

And whereas it appears accordingly that Santha Pictures Limited is not carrying on business or is not in operation;

Notice is hereby given pursuant to section 247(3) of the Indian Companies Act, 1913, that unless cause is shown to the contrary before the expiration of three months from the date of this notice the name of the said company will be struck off the register and the said company will be dissolved.

[No. K. 2152/53.]

V. V. RANGANATHAN, Asstt. Registrar of
Joint Stock Companies, Madras.

Palayamkottai, the 5th May 1954

NOTICE PURSUANT TO SECTION 247(3)

In the matter of the Indian Companies Act, 1913 and Tirunelveli Seyyathu Ravuthar Company Limited.

S.R.O. 1642.—Whereas communication dated 3rd May 1954 received from the company shows that the company is not working at the registered office.

And whereas it appears accordingly that 'Tirunelveli Seyyathu Ravuthar company limited' is not carrying on business or is not in operation.

Notice is hereby given pursuant to section 247(3) of the Indian Companies Act, 1913, that, unless cause is shown to the contrary before the expiration of three months from the date of this notice, the name of the said company will be struck off the register and the said company will be dissolved.

[No. 279K.]

M. SYED KADIR, Asstt. Registrar of
Joint Stock Companies, Palayamkottai Dt.

Patna, the 6th May 1954

In the matter of the Indian Companies Act, VII of 1913 and Hazaribagh Electric and Power Company Ltd.

S.R.O. 1643.—Whereas the Hazaribagh Electric and Power Co. Ltd. Hazaribagh was duly served with a notice dated the 30th December, 1953 under section 247(3) of the Indian Companies Act, but has for a period of three months failed to show cause why its name should not be struck off the register kept in this office, I do hereby give notice under section 247(5) of the Act that the name of the said company has this day been struck off the register, and the company is dissolved.

[No. 353.]

S. P. SINHA, Registrar.

Hyderabad, the 6th May 1954

In the matter of the Indian Companies Act, VII of 1913, and of the M/s. The Praja Vani Publications Limited.

S.R.O. 1644.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act, VII of 1913, that at the expiration of three months from the date hereof the name of the M/s. The Praja Vani Publications Limited, will, unless cause is shown to the contrary, be struck off the Register and the said company will be dissolved.

[No. 1393.]

In the matter of the Indian Companies Act, VII of 1913 and of the M/s. The Eastern Traders Limited, Hyderabad.

S.R.O. 1645.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act, VII of 1913, that at the expiration of three months from the date hereof the name of the M/s. "The Eastern Traders Limited," will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

[No. 1395.]

M. A. RASHEED, Registrar, Joint Stock
Companies, Hyderabad.

Trivandrum, the 7th May 1954

S.R.O. 1646.—Whereas information has been received that the "Shums & Co. Ltd., Cochin" is not carrying on any business or is in operation, it is hereby notified under Section 247(3) of the Indian Companies Act 1913 that at the expiration of three months from this date, the name of the company will, unless cause is shown to the contrary, be struck off the register and the company will be dissolved.

[No. C4-165/54.]

P. J. VERGHESE, Registrar, Joint Stock
Companies.

Jaipur, the 7th May 1954

S.R.O. 1647.—Whereas Shri S. Mahendra one of the Directors of Shree Investment Limited, Sadulpur has informed the undersigned that the company had never commenced business since its incorporation, it is hereby notified for general information that the name of the said company will, unless cause is shown to the contrary within three months from the publication of this notice, be struck off from the register and the company will be dissolved under Sub-section (5) of Section 247 of the Indian Companies Act, 1913.

[No. 786/J.S.G.]

R. P. BHARGAVA, Registrar, Joint Stock
Companies, Rajasthan.

Guntur, the 8th May 1954

PURSUANT TO SECTION 247(3)

In the matter of the Indian Companies Act, 1913 and Sri Vijayalakshmi Motor Service, Ltd.

S.R.O. 1648.—Whereas communications addressed to Sri Vijayalakshmi Motor Service Limited' at its registered office either remained unanswered or are returned undelivered by the Dead Letter Office.

And whereas all the share holders and directors of the company in their letter dated 7th March 1954 reported that the company is not in existence and the assets and liabilities of the company were distributed among the share holders by their mutual consent and there are no further outstanding liabilities and assets and finally requested for removal of the company off the register.

And it appears accordingly that "Sri Vijayalakshmi Motor Service Ltd." is not carrying on business or is not in operation.

Notice is hereby given pursuant to section 247(3) of the Indian Companies Act, 1913, that unless cause is shown to the contrary before the expiration of three months from the date of this notice, the name of the said company will be struck off the register and the said company will be dissolved.

W. VENKATASWAMY, Asstt. Registrar of
Joint Stock Companies, Guntur.

Madurai, the 10th May 1954

PURSUANT TO SECTION 247(3)

In the matter of the Indian Companies Act, 1913 and The Sahayanidhi (Batlagundu) Limited.

S.R.O. 1649.—Whereas communications addressed to the Sahayanidhi (Batlagundu) Limited is not carrying on business or is not in operation.

Notice is hereby given pursuant to Section 247(3) of the Indian Companies Act, 1913 that unless cause is shown to the contrary before the expiration of 3 months from the date of this notice, the name of the said Company will be struck off the register and the said Company will be dissolved.

J. MUTHUVIRASWAMY NAYUDU, Asstt.
Registrar.

Bhopal, the 10th May 1954

NOTICE UNDER SUB-SECTION (5) OF SECTION 247 OF THE INDIAN COMPANIES ACT

S.R.O. 1650.—Whereas no cause to the contrary has so far been shown by the Sehore Industrial & Commercial Corporation Limited in response to this office Notice of even number, dated the 2nd February 1954, published at S.R.O. 548 in Part II Section III of the *Gazette of India*, dated the 13th February 1954;

Now, therefore, in exercise of the power vested in me under sub-section (5) of section 247 of the Indian Companies Act, 1913 (VII of 1913), I have struck the name of the said company off the register with effect from the 2nd May 1954.

[No. 1(14)/53.]

JAMIL AHMAD, Registrar of Joint Stock
Companies, Bhopal.

Bombay, the 10th May 1954

In the matter of the Indian Companies Act VII of 1913 and to the Lily Insurance Company Limited

S.R.O. 1651.—Notice is hereby given pursuant to section 172(2) of the Indian Companies Act, 1913 that the Lily Insurance Company Limited has been ordered to be wound up by an order of the High Court of Judicature at Bombay, dated 25th September 1951 and that Court Liquidator has been appointed official Liquidator of the Company.

[No. 3800.]

Bombay, the 11th May 1954

In the matter of the Indian Companies Act, VII of 1913 and of the Karmarkar, Apte & Co. Limited

S.R.O. 1652.—Notice is hereby given pursuant to Sub-Section (5) of the Section 247 of the Indian Companies Act, VII of 1913 that the name of the Karmarkar, Apte & Co. Limited has this day been struck off the Register and the said Company is hereby dissolved.

[No. 2678.]

In the matter of the Indian Companies Act, VII of 1913 and of the Zinda Chemical Works Limited

S.R.O. 1653.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act, VII of 1913, that at the expiration of three months from the date hereof the name of the Zinda Chemical Works Limited, will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

[No. 4246.]

In the matter of the Indian Companies Act, VII of 1913 and of the Saraf Trading Co., Limited

S.R.O. 1654.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act, VII of 1913, that at the expiration of three months from the date hereof the name of the Saraf Trading Co., Limited will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

[No. 4431.]

In the matter of the Indian Companies Act, VII of 1913 and of the Shyam Film Exchange Limited

S.R.O. 1655.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act, VII of 1913, that at the expiration of three months from the date hereof the name of the Shyam Film Exchange Limited will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

[No. 5000.]

In the matter of the Indian Companies Act VII of 1913 and of the Pulp Industries Limited.

S.R.O. 1656.—Notice is hereby given pursuant to Sub-Section (5) of the Section 247 of the Indian Companies Act VII of 1913 that the name of the Pulp Industries Limited has this day been struck off the Register and the said Company is hereby dissolved.

[No. 4300.]

Bombay, the 13th May 1954

In the matter of the Indian Companies Act, VII of 1913 and of the Indulabs Limited.

S.R.O. 1657.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof the name of the Indulabs Limited will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

[No. 6593.]

In the matter of the Indian Companies Act, VII of 1913 and of the Indo Malayan Mercantile Co. Limited.

S.R.O. 1658.—Notice is hereby given pursuant to Sub-Section (5) of the Section 247 of the Indian Companies Act VII of 1913 that the name of The Indo Malayan Mercantile Co. Limited, has this day been struck off the Register and the said Company is hereby dissolved.

[No. 8257.]

In the matter of the Indian Companies Act, VII of 1913 and of the Filmways Limited.

S.R.O. 1659.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof the name of the Filmways Limited will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

[No. 7906.]

In the matter of the Indian Companies Act, VII of 1913 and of the United Crushers Limited.

S.R.O. 1660.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof the name of the United Crushers Limited will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

[No. 6809.]

T. J. GONDHALEKAR,
Registrar of Companies,
Bombay.

Imphal, the 11th May 1954

In the matter of the Indian Companies Act, 1913

In the matter of the Manipur Nursery Ltd. of Khwai Naga Mapan.

S.R.O. 1661.—As no answer has been received to my Notice sent to the above mentioned company under my Memo No. 18/JS/II/53/216-18 of 31st March 1954 I do hereby give notice pursuant to section 247(3) of the Indian Companies Act, 1913 that at the expiration of three months from the receipt of this notice, the name of the Manipur Nursery Ltd. will unless cause be shown to the contrary, be struck off the register of companies and that this company will be dissolved on the ground that it is not carrying on any business or is not in operation.

[No. 18/JS/II/50/54-6.]

In the matter of the Indian Companies, Act VII of 1913.

In the matter of the Manipur Industrial & Publishing House Ltd.

S.R.O. 1662.—Notice is hereby given that the name of the Manipur Industrial & Publishing House Ltd., Manipur State, has this day been struck off the Register and that the company is dissolved.

[No. 2/JS/II/46/51-3.]

H. B. SINGH, Registrar, Joint
Stock Companies, Manipur.

Delhi, the 15th May 1954

NOTICE UNDER SECTION 247(3) OF THE INDIAN COMPANIES ACT VII OF 1913.

In the matter of M/s. Chopra & Sethi Engineers Ltd.

S.R.O. 1663.—Whereas there is reasonable cause to believe that the company named M/s. Chopra & Sethi Engineers Ltd., is not carrying on business nor is in operation it is hereby notified that at the expiration of three months from the date hereof, the name of the company will, unless cause is shown to the contrary, be struck off the Register and the company will be dissolved.

[No. C/1915/J.S.C.]

NOTICE UNDER SECTION 247(5) OF THE INDIAN COMPANIES ACT VII OF 1913

In the matter of M/s. Naya Hindustan Journals Ltd.

S.R.O. 1664.—With reference to my Notification No. C. 840/J.S.C. dated the 7th February 1950, published under Section 247(3) of the Indian Companies Act 1913, it is hereby notified that under the provisions of Section 247(5) of the said act, the company known as Naya Hindustan Journals Ltd. has been struck off the Register.

[No. C. 840/J.S.C.]

B. R. SETH,
Registrar,
Joint Stock Companies,
Delhi.

Sambalpur, the 15th May 1954

In the matter of the Indian Companies Act, 1913 and in the matter of Orissa Jute Mills Ltd.

S.R.O. 1665.—Whereas notice U/S 247(1) of the Indian Companies Act, 1913 addressed to the abovenamed Company to its registered office, Ananda Bhawan, Tulsipur and a reply having been received to strike off the Company, it appears that the Company is neither carrying on business nor is in operation.

Notice is hereby given pursuant to section 247(3) of the Indian Companies Act, 1913, that at the expiration of three months from the date of issue of this notice the name of this Company will be struck off the Register and the Company will be dissolved unless cause is shown to the contrary.

[No. JSC-124/54.]

S. N. MISRA,
Asstt. Registrar,
Joint Stock Companies,
Orissa.

MINISTRY OF PRODUCTION

New Delhi, the 13th May 1954

S.R.O. 1666.—In exercise of the powers conferred by the proviso to the Article 309 of the Constitution, the President hereby makes the following rules for regulating the methods of recruitment to Class I and Class II posts of the Indian Salt Service:—

PART I

General

1. These rules may be called the Indian Salt Service Recruitment Rules.
2. For the purpose of these rules
 - (a) 'Government' means the Government of India.
 - (b) 'The Commission' means the Union Public Service Commission.
 - (c) 'The Service' means the Indian Salt Service, Class I and II, Ministry of Production, Government of India and shall consist of the posts included in Schedules I and II to these rules. (Any other posts which may be sanctioned from time to time in Indian Salt Service, Class I and II shall be included in the Schedules).
 - (d) 'The Cadre' means the Indian Salt Service Cadre.
 - (e) "Scheduled Castes" means any castes, communities, races, sects, etc., notified as such by the President of India.
 - (f) "Scheduled Tribes" means castes, communities, races, sects, etc., notified as such by the President of India.
3. The service shall be recruited by the following methods:—
 - (i) By promotion or transfer in accordance with Part II of these rules.
 - (ii) By selection in accordance with Part III of these rules.
4. (a) Appointments to posts in Indian Salt Service, Class I (i.e., category I and II) shall be made normally by promotion as specified in Part II of these rules.
(b) Appointments to posts in Indian Salt Service, Class II shall be made as specified below:—
 - (i) Appointments to posts which are included in category III of the Cadre shall normally be made by promotion of suitable officers from category IV, as specified in Part II of these rules.
 - (ii) 50 per cent. of the vacancies in category IV be filled by selection *vide* Part III of the rules. The remaining 50 per cent. of vacancies in this category will be reserved for promotion *vide* Part II of the rules.
- (c) If at any time it is not possible to make appointments to category II and category III by promotion according to (a) and (b)(i) above, due to non-availability of suitable candidates, or for any other reason, direct recruitment by selection through the Commission shall be resorted to; the age, educational qualifications, etc. shall be settled in consultation with the Commission according to circumstances necessitating such recruitment.
5. Subject to the provisions of rule 3, Government shall determine the method or methods to be employed for the purpose of filling any particular vacancies, or such vacancies as may require to be filled during any particular period and the number of candidates to be recruited by each method.

6. Appointments to the Service/Department made otherwise than by promotion will be subject to orders issued from time to time by the Ministry of Home Affairs regarding special representation in the Services for specific sections of the people.

PART II

Recruitment by promotion/transfer

7. Recruitment by promotion within Class I (Category II to Category I), or from Class II (Category III) to Class I (Category II) or within Class II (from Category IV to Category III) or to Class II from Deputy Superintendents to (Category IV) shall be made by selection on merit from among the officers in the specified category of the Cadre on the recommendations of the Departmental Promotion Committee including (where necessary) a Member of the Commission who will act as Chairman, subject to the condition that no officer will be eligible for promotion within Class II (from Category IV to Category III) unless he has completed a minimum period of five years of service in Category IV. The officer(s) selected will be appointed by Government.

8. If a suitable Departmental officer is not available for the post of Salt Commissioner, an officer may be selected by transfer from the Indian Civil Service, Indian Administrative Service or from the Central Excise and Customs Department.

9. If the power to make appointments in the Service/Department is delegated by Government to any officer, that officer may exercise any of the powers of Government under this Rule.

PART III

Recruitment by selection

10. A candidate for admission to the selection must apply before such date in such form and in such manner as may be prescribed by the Commission.

11. (a) A candidate must be either:—

- (i) a citizen of India, or
- (ii) a subject of Sikkim, or
- (iii) a person who has migrated from areas which now form Pakistan with the intention of permanently settling down in India, or
- (iv) a subject of Nepal or of a Portuguese or French possession in India.

NOTE 1.—The appointment of a candidate in category (iii) or (iv) above will be subject to the issue of certificate of eligibility in his favour by the Government of India. Certificates of eligibility will not however be necessary in the case of candidates belonging to any of the following categories:—

- 1. Persons who migrated to India from Pakistan before 19th July, 1948, and have ordinarily been resident in India since then.
- 2. Persons who migrated to India from Pakistan after 18th July, 1948, but before 30th September, 1948, and got themselves registered as citizens within the time allowed.
- 3. Non-citizens who entered service under the Government of India before the commencement of the Constitution, viz., 26th January, 1950, and who have continued in such service since then. Any such persons who re-entered, or may re-enter such service with a break, after the 26th January, 1950 will however require certificates of eligibility in the usual way.

NOTE 2.—A candidate in whose case a certificate of eligibility is necessary may be admitted to the selection and he may also be provisionally appointed subject to the necessary certificate being eventually issued in his favour by Government.

(b) A candidate must not be more than 25 years of age on the closing date prescribed for receipt of applications.

NOTE 1.—The upper age limit will be relaxable upto a maximum of three years if a candidate belongs to a Scheduled Caste or a Scheduled Tribe.

2. Candidates who are *bona fide* displaced persons from Pakistan will be allowed the age concessions which Government may sanction from time to time.

3. The Commission may relax the age limits upto three years in exceptional circumstances.

(c) A candidate must possess at least a second class M.Sc. degree in Chemistry or its equivalent.

Provided that in exceptional cases the Commission may on the recommendation of the Central Government or a State Government treat as a qualified candidate, a candidate who, though he has not all or any of the qualifications prescribed in this Rule, has passed examinations conducted by other institutions of a standard which in the opinion of the Commission justifies his admission.

(d) A candidate must satisfy the Commission and the appointing authority that his character and antecedents are such as to make him suitable for appointment to the service.

12. The decision of the Commission on the question whether a candidate does or does not satisfy any of the requirements of rule II shall be final.

13. Except in a case falling under clause (c) of rule 11 Government may modify or waive any of the requirements of that rule when it is not practicable to obtain a suitable candidate who fulfills all the requirements of rule 11.

14. The candidate must be in good mental and bodily health and free from any physical defect likely to interfere with the discharge of his duties as an officer of the service. A candidate who (after such physical examination as Government or the appointing authority, as the case may be, may prescribe) is found not to satisfy those requirements will not be appointed.

15. A candidate must, at the time of application, pay such fee as the Government after consulting the Commission may from time to time prescribe and candidates must submit such proof of their qualifications as the Commission may require.

16. (a) Appointments will be made on probation for a period of one year, which may be curtailed or extended at the discretion of the appointing authority. Every candidate will have to pass the prescribed examination, if any, on completion of the probationary period.

(b) On the conclusion of his period of probation, Government may confirm the officer in his appointment. If, however, during or at the end of the probationary period his work or conduct has in the opinion of Government been unsatisfactory, Government may either discharge him or extend his period of probation for such further period as Government may think fit, provided that before orders of discharge are passed the probationer shall be apprised by the competent authority of the grounds on which it is proposed to discharge him and given an opportunity to show cause against it.

(c) If no action is taken by Government under Sub-Rule (b) of this Rule, the period after the prescribed period of probation shall be treated as an engagement from month to month, terminable on either side on the expiration of one calendar month's notice in writing.

(d) If the power to make appointments in the Service/Department is delegated by Government to any officer, that officer may exercise any of the powers of Government under this Rule.

17. Selected candidates shall be required to serve anywhere in India.

SCHEDULE I.—(Indian Salt Service, Class I)

Category I—Salt Commissioner.

Category II—Deputy Salt Commissioners.

General Manager, Rajputana Salt Sources Division, Sambhar.

SCHEDULE II.—(Indian Salt Service, Class II)

Category III—Assistant Salt Commissioners.

Category IV—Superintendents of Salt.

Technical Officers (Headquarters).

STATEMENT SHOWING THE MODE OF RECRUITMENT AND PROMOTION TO ISOLATED GAZETTED POSTS IN THE SALT COMMISSIONER'S ORGANISATION

Name of classification of the post	Pay scale	No. of posts	Educational qualifications and experience required for appointment in each case	Age limits for direct recruits	Recruitment		Promotion		Whether consultation with U.P.S.C. is required
					Modes—Transfer, Promotion, Direct	Source	Promotion/Transfer	Direct Recruitment	
1	2	3	4	5	6	7	8	9	10
1. Electrical and Mechanical Engineer, Sambhar, Class I.	Rs. 600—40—1000— 1050—1050— 1100—1100— 1150.	1 Permanent	Candidates must possess degree or diploma in Electrical and Mechanical Engineering from a recognised University and have at least 10 years practical experience of Electric Supply undertakings equipped with diesel sets & workshops equipped with foundry carpentry, machine, shop, water-works and technical stores. Candidates must have held position of responsibility in Electrical and Mechanical Engineering for some years and should be conversant with the maintenance and efficient operation of the type of plants and equipments as detailed in the attached statement. In addition they must be	40—45 years.	Direct	..	..	100%	Yes.

1	2	3	4	5	6	7	8	9	10
	Rs.		capable of preparing lucid technical reports and detailed estimates of schemes of extension of Electrical and Mechanical installations.						
2. Accounts Officer, Class II	500—30—650— EB—30—800	I Permanent	..	..	Transfer	Accounts Offices	100%	..	No
3. Assistant Civil Engineer, Class II.	275—25—500— EB—30—650— EB—30—800.	one temporary and one permanent	<i>Essential</i> :—(i) Degree or diploma in Civil Engineering of a recognised university or A.M. I.E. (India) or equivalent qualification. (#) At least one year's experience of construction and maintenance of buildings, culverts, roads, railways and canals, etc. <i>Desirable</i> :—Ability for planning and executing development project.	30 Years	Direct	Through U.P.S.C.	..	100%	Yes
4. Treasury Officer, Class II	300—10—350	Permanent	....	..	Promotion.	From Dy. Supdt.	100%	..	No
5. Assistant Surgeon, Class II	260—15—440— 20—500.	Do.	....	..	Transfer	Ajmer- Merwara Medical Service.	100%	..	No

STATEMENT SHOWING THE PLANTS AND EQUIPMENTS REFERRED TO IN THE STATEMENT OF ISOLATED POSTS.

Power Station.—Installed in the Power Station are two three cylinder vertical totally enclosed, four cycle airless injection, Mirrieles, Bickerton and Day Diesel Oil engines, 170 B.H.P. directly coupled to 100 K.W.G.E.C., Standard Witton Alternators, 3,300 volts, 3 phase 50 cycles, 21:9 amperes 0.8 P.F., 333 R.P.M. fitted with ring lubricated heavy type pedestal bearing complete with two cast iron floor mounting pedestal rheostate, with ammeters.

One—Twin cylinder vertical two cycle airless injection Vickers Petters Semi Diesel oil Engine 59 B.H.P. at 333 R.P.M. directly coupled to 37.5 K. W. Metropolitan Vickers Alternator 3,300 volts, 3 phase, 50 cycles 8.75 amperes 0.75 P.F. fitted with on ring lubricated pedestal bearing, and one C.I. floor mounting pedestal rheostate with volt and ammeters.

One—7 Panel Mining Type H.T. Switchboard complete with synchronising equipment and ammeters, etc.

One—Marble panel L.T. Switchboard complete with necessary switches and meters etc.

Air Compressor Plant.—One—Hamworthy two stage air-compressor displacement 18 c.ft. per minute at 720 R.P.M., 350 lbs. per square inch, directly coupled to a Crompton Parkinson A.C. Motor 6.5 B.H.P. 400 volts, 3 phase, 50 cycles, complete with wall type starter.

One—Hamworthy single stage air-compressor displacement 9 c.ft. per minute at 700 R.P.M. 350 lbs. per square inch directly to a 4.5 B.H.P. Villiers two cycles petrol engine.

One—"Reavells" single stage belt driven air-compressor, capacity 6 c.ft. per minute at 200 R.P.M.

Circulating Water Pumps.—Two—Ruston single stage centrifugal pumps, suction 2" delivery 1½ dia. directly coupled to Crompton Parkinson motor 2.5 B.H.P. 400 volts, 3 phase, 50 cycles, 3.8 amperes 3,900 R.P.M. with wall type starter.

One—Metropolitan Vickers single stage centrifugal pump 1-1/8" dia. directly coupled to a 3 B.H.P. motor, 400 volts, 3 phase, 50 cycles, 2,800 R.P.M. complete with wall type starter.

Two—16 K.V.A. Metropolitan Vickers Transformers, 3,300/400 volts, 3 phase with neutral, 50 cycles, 23.7 amperes.

Workshop.—One—Metropolitan Vickers motor, 7.5 B.H.P. 400 volts, 3 phase, 50 cycles, 11.5 amperes, 710 R.P.M. complete with wall type starter, and other workshop machinery.

Carpenter shop and smithy shop, with electric power Sub-Stations.—Phylera—One H.T., G.E.C. cubical, complete with oil circuit breaker over load and no volt release coils and K.W. meter etc.

One—50 K. V. A. Metropolitan Vickers Transformer, 3300/400 volts, 3 phase, 50 cycles, 72 amperes, with neutral.

One Poliphase meter, 400 volts, 3 phase, 4 wires, 50 cycles, 100 amperes complete with current transformer.

Sambhar City.

One—H. T., G.E.C. cubical complete with oil circuit breaker, overload and no volt coils and K. W. meter etc.

One—50, K. V. A. Metropolitan Vickers Transformer 3300/400 volts, 3 phase, 50 cycles, 72 amperes with neutral.

One—Marble panel L. T. Switchboard complete with volts meter, ampere meters and switches etc.

One—Poliphase watt-hour meter, 400 volts, 3 phase, 4 wire, 50/cycles, 100 amperes, complete with current transformers.

Sambhar Hill.

One—Wall Type H. T. switch.

One—20 K. V. A. Metropolitan Vickers Transformer 3300/400 volts, 3 phase, with neutral, 50 cycles, 29 amperes.

One—Marble panel L. T. switchboard, complete with necessary switches and meters etc.

Transformers with H. T. switches.—Nine Transformers of various capacities, complete with H. T. switches etc. H. T. Transmission Lines approximate 10 miles.

L. T. Transmission Lines approximately 4 miles.

Electric driven pumps.

Seven—Mont Pellier pumps belt driven by electric motors.

Eight—Centrifugal pump belt driven by electric motors.

Two—Limax centrifugal pumps low lift direct coupled to 40 B. H. P. electric motors.

Oil engines driven pumps.

Six—Centrifugal pumps, belt driven by kerosene oil and crude oil engines.

Rolling stock.

Four Steam locomotive 2' gauge.

One—Deutz Diesel locomotive 2 gauge and 315 trucks.

One—Salt grinding Mill, belt driven by a 20 B. H. P. Motor complete with starter.

General Stores and Office.

In addition he will be in sole charge of the general stores, worth approximately Rs. 40,000 and will also have to maintain an office.

[No. Salt-5(66)/48.]
A. NANU, Dy. Secy.

MINISTRY OF LABOUR

New Delhi, the 10th May, 1954

S.R.O. 1667.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the Imperial Bank of India and their workmen.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA
20/1, Gurusaday Road, Ballygunge, Calcutta-19.

PRESENT:

Shri C. Bhaktavatsalu Naidu, B.A., B.L., *Chairman.*

REFERENCE No. 1 of 1954.

BETWEEN

The Imperial Bank of India, Calcutta

AND

Their workmen

Re: Shri Darbeshwar Lal and 4 other cashiers of Muzaffarpur Branch of the Bank.

APPEARANCE:

Shri Niren De and Shri B. K. Chowdhury, Counsel, for the Imperial Bank of India Indian Staff Association.

Shri S. K. Mullick of Messrs. Sandersons & Moregans, Solicitors, for the Imperial Bank of India.

AWARD

This reference was made by an Order No. LR.100(110), dated the 27th January 1954 by which the industrial dispute existing between the Imperial Bank of India, Calcutta and their workmen in respect of the matters specified in the schedule to the Order was referred for adjudication to this Tribunal. The dispute referred to in the Schedule is as follows:

SCHEDULE

Whether the discharge of Sarvashri Darbeshwar Lal, Bal Krishna Mehta, Gopi Krishna Chowdhury, Surendra Prosad Nandy and Rajeshwar Prasad Varma, cashiers employed in the Muzaffarpur Branch of the Imperial Bank of India, was justified and if not, what relief should be granted to them.

2. Notices having been issued to the parties calling upon them to file statement of claims and written statement, the Imperial Bank of India Indian Staff Association filed a statement of claims on the 4th March 1954. The Bank did not file a

written statement in time but filed a statement one month later on the 27th April 1954. The delay in filing the written statement was excused as there was no objection by the Staff Association to the excusing of the delay.

3. The five workmen who are involved in this dispute were employed as cashiers in the Muzaffarpur Branch of the Imperial Bank of India. When Reference No. 1 of 1950 was pending before this Tribunal the question regarding the victimization and wrongful suspension of these five employees as well as another employee namely Shri Bishan Narayan, came before the Tribunal and in respect of these five employees a Diary Order was passed on the 23rd June 1950 by one of my learned predecessors Shri F. Jeejeebhoy, by which the Bank was directed to hold an enquiry into the charges levelled against these five employees as it was found to be improper that the employees should have hanging over their heads for months allegations as to which charges had not till then been framed. It was also directed that the enquiry should be held in the presence of the parties concerned and evidence must be taken in their presence and they must be given an opportunity to cross-examine and produce their evidence and that the enquiry shall be completed within six weeks from the date of the order. It was observed that if the persons who had been suspended were found to be not guilty of the offence with which they were charged they should be exonerated but that if on the other hand the employers decided that disciplinary punishment is necessary the employers before giving effect thereto must move the Tribunal under section 33 of the Industrial Disputes Act. Thereafter the Bank appears to have framed charges and to have held an enquiry. Subsequently in August 1950 the Bank filed an application under section 33 of the Industrial Disputes Act asking for permission to discharge these five employees. My learned predecessor Shri K. S. Campbell-Puri after considering the evidence placed before him came to the conclusion that the guilt against these cashiers not having been established beyond reasonable doubt the permission sought for could not be granted as no amount of surmises and suspicion can take the place of proof. If the Bank was aggrieved by this order an appeal ought to have been filed against it. But as stated in paragraph 15 of the written statement of the Bank they were advised that they could either appeal from the said order of discharge the said employees after the said proceedings before the Tribunal was concluded. They appear to have followed the latter course in the hope that the employees might change their attitude. They however gave effect to the order of the Tribunal by withdrawing the suspension orders against the said employees and allowed them to attend the Bank but without doing any work. They were also given their pay during the months they were attending the Bank. The All India Industrial Tribunal (Bank Disputes) published its award on or about the 12th August 1950 and the Bank's appeal to the Supreme Court against the said award was disposed of on the 9th April 1951. Subsequently the Divetia Tribunal was appointed in or about July 1951 to adjudicate upon the disputes between the Banks and their employees. The members of the Divetia Tribunal resigned in or about September 1951 and till the Sastry Tribunal was appointed in January 1952 there was no industrial tribunal functioning for adjudication of the disputes between the Banks and their employees. During this intervening period the five cashiers were discharged by notice dated 20th October 1951.

4. The case of Shri Darbeshwar Lal stands on a slightly different footing from that of the other four employees in that while the four employees' services were terminated with effect from 20th October 1951 giving them three months' salary in lieu of notice, Shri Darbeshwar Lal was given notice that he was retired on pension from service from the 20th October 1951. He was told that the amount of pension payable to him would be intimated to him in due course. According to the Staff Association the discharge of these five employees was in utter disregard of the decision of the Tribunal and amounted to victimization of the said persons and therefore they are entitled to be reinstated with full compensation.

5. The case of the Bank however has been that certain shortages in defective notes were detected by the Reserve Bank, Calcutta and Kanpur while examining the remittance of non-issuable notes received by it from the Muzaffarpur Branch of the Bank, that all the cashiers and polders except these five employees reimbursed to the Head Cashier the loss due to shortage and/or defective notes found in their respective bundles but that these employees refused to pay to the head cashier shortages detected. The Head Cashier thereupon refused to accept the responsibility for the said employees and the Bank suspended them pending enquiry into their case. The Bank also states that subsequent to the order of Shri F. Jeejeebhoy they framed charges against the employees and after obtaining their explanation held enquiries into the matter and as a result of the enquiry came to the conclusion that the employees were not justified in refusing to pay

to the Head Cashier the amount of shortages which were detected from the bundles of notes counted and/or shroffed by them and that the Head Cashier was fully justified in refusing to accept their responsibility. The Bank further states that after the order was passed refusing to give permission they waited to see if the employees would change their attitudes and agree to reimburse the Head Cashier with the amount of the shortage and as the cashiers refused to pay the shortages and the Head Cashier refused to accept liability for them, terminated the employment of the four employees and placed Shri Darbeshwar Lal on retirement. The Bank further states that the Central Government Industrial Tribunal did not prevent or prohibit the Bank from termination of employment of the said employees after the proceedings before the said Tribunal were over and therefore the Bank was fully justified in terminating the employment and thereby putting a stop to the loss which it had been incurring by payment to the said employees for months for doing nothing.

6. The Bank in their written statement has also put forward certain legal contentions to the effect that the Reference is illegal and *ultra vires* as there was no industrial dispute, that as there was no valid industrial dispute, the Tribunal is not competent to adjudicate upon the same and that the dispute is belated and/or time barred.

7. At the enquiry no oral evidence was adduced and some documents have been filed by both parties by consent which have been marked as Exhibit A to A(10) and Ex. 1 to 43. At the enquiry Shri Niren De and Shri B. Chowdhury, Counsel, appeared for the Imperial Bank of India Indian Staff Association and Shri S. K. Mullick for the Bank.

8. I may at once state that there is absolutely no force in the legal contentions put forward by the Bank. The only point for consideration is whether the Bank was justified in terminating the services of these five employees by retiring Shri Darbeshwar Lal and by discharging the other by paying them three months salary in lieu of notice and if they are not justified whether these employees or any of them entitled to reinstatement and/or compensation.

9. Apart from the merits of this case Shri Niren De appearing on behalf of the Staff Association put forward a legal plea viz. that the Bank is barred by the principle analogous to that of *Res Judicata* from urging that they were justified in terminating the services of these employees. Hence before going into the merits of the case I shall deal with this legal plea urged on behalf of the employees. On this question there is a decision of the Full Bench of the Labour Appellate Tribunal in Sugar Mills of Bihar and their workmen reported in 1951 I LLJ p. 469. It is also reported in 1954 Labour Appeal Cases at p. 38. It was held in that decision that 'the rule of *Res Judicata* should not be applied to industrial disputes for it may come into conflict with the fundamental concept, namely, maintenance of industrial peace with a view to achieve greater production.' But there is another decision of the Labour Appellate Tribunal in Kanpur Tannery Ltd. -Vs- Shri Mohamediya and Ors. (1952 II LLJ p. 423) in which it was held that 'the object underlying the doctrine of *Res Judicata* is to prevent multiplicity of proceedings and although S. 11 of the C. P. C. be in applicable in terms, principles embodied therein would be fully applicable.' This case related to the retrenchment of certain employees and it was held that since the employees did not put forward the plea that retrenchment was wrongful on the ground that there was no shortage of work they were barred from raising the plea. In the present case the Bank applied to the Tribunal for permission to discharge the employees on the very same grounds on which they subsequently discharged them. The learned Tribunal went into the matter and found that no case was made out for discharging them. The Bank implemented the award by withdrawing the suspension order but so soon as it was free to pass an order of discharge i.e. when there was no Tribunal functioning, the Bank discharged the workmen without assigning any reasons but paying salary of three months in lieu of notice. It is no doubt urged that there was no necessity to frame fresh charges or to hold fresh enquiry in view of what had already been done. But when once the Tribunal came to the conclusion that the Bank had no right to discharge them the Bank cannot discharge the workmen on the very same grounds. They had a right of appeal which they did not exercise and that decision which became final was given between the same parties and related to the same matter. The Tribunal which decided it was quite competent to decide the matter now under Reference and hence the decision will be binding on the Bank on principles analogous to *Res Judicata*. The Bank cannot therefore now try to justify their action in discharging these workmen. It has however to be stated that the case of Shri Darbeshwar Lal stands on a different footing. He was nearly 60 years of age on the date of discharge and the Bank was not bound to retain him in service after he completed 58 years of age. In the order issued

to him it was not stated that he was being discharged for any misconduct. He was made to retire as he had attained the age of superannuation. It is urged on his behalf that he could not get full pension but if even after completing 58 years he had not put in the necessary service to entitle him the full pension he cannot blame anyone for it. The order retiring him from service was in order and cannot be interfered with.

10. The case with regard to the four others stands however on a different footing. Assuming that my decision on the question of Res Judicata is not correct I would proceed to consider the merits of the case also. The facts leading to the discharge of these workmen are similar to the facts relating to Shri Nabin Chandra Chowdhury and Shri Surendra Prosad Misra whose cases were dealt with by me in Reference No. 12 of 1953 between the Imperial Bank of India, Calcutta and their workmen (reported in the *Gazette of India* Part II Sec. 3, p. 789—S.R.O. 1257, dt. 10-4-54). As in the case of those two employees the case of the four employees concerned in this dispute also relates to shortage in non-issuable notes and head cashier refused to take responsibility for them. I have fully discussed in my award in Reference No. 12 of 1953 the practice relating to the bundling of issuable and non-issuable notes and the responsibility that should be attached to the podders or cashiers whose slips were attached to the bundles in token of having dealt with them. In addition to the circumstances mentioned in the case of those two workmen, in the present case it is also urged that there was a practice of not detaching podder's slips from the packets of notes taken out from the currency chest and issued for use by the Paying Tellers, so much so that these old Podder's slips were available for being tagged to the packets or bundles which contained defective notes. This matter has been considered at the enquiry held by the Bank but the importance of this circumstance was not given due weight on the grounds that the Cashier did not give anything in writing to the Head Cashier regarding this practice and did not bring it to the notice of the Agent. One other point urged is that checking by clip system was not being followed strictly by the Head Cashier. A further fact was mentioned viz. that the packets of notes of 1948 were found mixed up with packets of notes of 1949 and these packets were found to contain non-issuable notes. The packets of notes of 1948 which were taken out from the double lock were found to have original slips attached to them and from this it was argued that the unexpended balance after the close of the transaction used to be returned to the double lock with the original slips which was highly irregular. The Head Cashier complained that he had no time to verify all the bundles which were received by him and that he was therefore obliged to verify them by the folding system' (flying checking) and that this practice had been discontinued since the shortage. He also states that the notes which were withdrawn from the currency chest dealt and handed over to the Paying Tellers were very limited. As regards the mixing up of the bundles of notes of 1948 with those of 1949 the Head Cashier explains that it is expected that the notes which were taken out from the currency chest for model patternizing may have been mixed up with each other. In the Report of the Agent to the Secretary and Treasurer dated 17th October 1949 (Ex. 26) the question relating to the allegations made against the Head Cashier is dealt with. As regards the Head Cashier the Agent states that he was over-worked and that he had very little time to supervise and scrutinize the work of his department. It is also observed that "complicity in the misappropriation of the notes he (Head Cashier) may or may not have and a benefit of doubt may be given to him unless and until the allegations against him are proved. But it cannot be denied that he has been slack in his supervision and the discharge of his duties. He has in my opinion proved himself unfit to be entrusted with the responsibilities of a Head Cashier. ***

I do not consider it advisable to allow a man in financial difficulties to continue as a Head Cashier." As regards the Cash Department employees the Agent stated that the "Cash Department appears to require thorough overhauling, many of the members of the staff particularly those under suspension being transferred elsewhere." It may therefore be mentioned that up to this stage the complicity of these four workmen in the fraud had not been established.

11. Considering all the circumstances it cannot be said that these four employees are exclusively responsible for the shortage in the remittance of the non-issuable notes. The notes are bundled up and handed over to the Head Cashier who counts some of the bundles but with reference to the notes of small denominations he checks only by the 'flying system' and even this system is not properly followed. After the bundles are taken to the double lock the notes get into the joint custody of the Head Cashier and Accountant and it is only after the lapse of some time that the non-issuable notes reach the Reserve Bank. There is every possibility of these bundles or packets being tampered with while in the custody of the Head Cashier and the Accountant without the knowledge of the

Cashiers. The Bank was therefore not justified in fixing responsibility on these four employees nor were they justified in discharging these four employees without giving any reasons, taking advantage of the fact that there was no Tribunal functioning and in the face of a clear pronouncement by the Tribunal that the case against these employees had not been made out beyond reasonable doubt, I therefore find that the order of discharge made in regard to these four employees, namely, Sarvashri Bal Krishna Mehta, Gopi Krishna Chowdhury, Surendra Prasad Nandy and Rajeshwar Prasad Varma, cannot be upheld and they are entitled to be reinstated with back pay and allowances from the date of discharge till the date of reinstatement. They will be reinstated within a fortnight after this award becomes operative. As regards Shri Darbeshwar Lal, no relief could be given to him as he has been properly made to retire and he cannot claim reinstatement or any other relief. I pass my award accordingly.

CALCUTTA;

The 30th April, 1954.

C. BHAKTAVATSALU, Chairman,
Central Government Industrial Tribunal, Calcutta.

[No. LR.100(110)]

S.R.O. 1668.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between Messrs. Mackinnon Mackenzie & Co., Bombay, and 85 others and their workmen.

BEFORE MR. S. H. NAIK, INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE (IT-CG) No. 3 of 1952

ADJUDICATION BETWEEN

- (1) Messrs. Mackinnon Mackenzie and Company, Bombay.
- (2) Messrs. Bombay Steam Navigation Company Limited, Carnac Bunder, Frere Road, Bombay.
- (3) Messrs. Cooper Landing Company, Dady House, 50-52, Churchgate Street, Bombay.
- (4) Messrs. A. B. Cursetjee and Sons Limited, Rampart Row, Colaba, Bombay.
- (5) Messrs. R. Sharp and Son, Kaiser-I-Hind Building, Ballard Estate, Bombay.
- (6) Bombay Lighterage and Landing Contractors, Kaiser-I-Hind Building, Ballard Estate, Bombay.
- (7) Messrs. Hill, Son and Dinshaw Ltd., Marshall Building, Ballard Estate, Bombay.
- (8) The Kathiawar and Malabar Coast Lighterage Company, Boat Hard Road, Coal Bunder Darukhana, Bombay.
- (9) T. A. Fanaswalla Esquire, Boat Hard Road, Coal Bunder, Darukhana, Bombay.
- (10) Messrs. Nazareth Transport Company, Nazareth Building, Opposite While Gate, Alexandra Dock, Bombay.
- (11) The Harbour Lighterage and Landing Company Limited, Canbara Building, 42, Queens Road, Bombay.
- (12) The Union Lighterage Company, Frere Road, Near Main Gate, Prince's Dock, Bombay.
- (13) Messrs. Jaffar Versee and Sons, Frere Road, Near Main Gate, Prince's Dock, B.B. & C.I.
- (14) Messrs. Murlidhar Marine Transport Company, Mandvi Chambers, 184 Samuel Street, Bombay.
- (15) Eastern Bunkerers Limited, Scindia House, Doughlal Road, Ballard Estate, Bombay.
- (16) The Bombay Harbour and Coastal Navigation Company Limited, 141, Mahatma Gandhi Road, Fort, Bombay.
- (17) Messrs. Chnilal Manilal Limited, Yusuf Building, Churchgate Street, Bombay.
- (18). Messrs. N. R. Nazir and Sons, Hamand Street, Fort, Bombay.

- (19) Arjun Kashimnath Shalwalla Esquire, Topiwala Mansion, Prarthana-samaj, Bombay No. 4.
- (20) Messrs. Setna and Company, Doctor Building, Cumballa Hill, Bombay.
- (21) Fida Hussein Gulam Hussein Esquire, Chandabhoy Building, 2nd Floor, Mangaldas Road, Lohar Chawl, Bombay 2.
- (22) Jothmal Jeewandas Bithani, Esquire, Jai Mahal, Jeejeebhoy Lane, Lal-baug, Bombay No. 12.
- (23) Murlidhar Marine Transport Co., Mandvi Chambers, 184, Samuel Street, Bombay 2.
- (24) Jeewandas Ladha Esquire, Jaymahal 2nd Floor, Lalbaug, Bombay No. 12.
- (25) M. T. Fanaswala Esquire, 78, Dhanboo Street, Bhindi Bazar, Bombay No. 3.
- (26) M. A. Sulemanji Esquire, 78, Dhanboo Street, Bhindi Bazar, Bombay No. 3.
- (27) S. Vallmohamed Esquire, 78, Dhanboo Street, Bhindi Bazar, Bombay No. 3.
- (28) Narayan Kaloji Patil Esquire, Laxmi Narayan House, 1st Floor, Room No. 6, Bombay, No. 28.
- (29) Arjun Krishna Adekar, Maniar Building, 1st Floor, Room No. 28, Carnac Bunder, Bombay No. 1.
- (30) A. B. Patel, Esquire, 759, Parsi Colony, Road No. 7, Dadar, Bombay.
- (31) B. B. Sattan Esquire, C/o S. N. Sattan, Mazagaon D'Lima Street, Bangwalla Building, Bombay No. 10.
- (32) Messrs. Shaha Brothers, Tamarind Lane, Dalgir Chambers, Bombay No. 1.
- (33) Messrs. Ramratan and Sons, Boat Hard Road, Darukhana, Bombay.
- (34) Messrs. P. J. Janasjee and Sons, Meherally Mansion, Opposite Victoria Gardens, Byculla, Bombay.
- (35) T. V. Mahadev Esquire, 2nd Floor, Gordhandas Building, Kolbhat Lane, Bombay.
- (36) F. M. Potia Esquire, Darukhana, Boat Hard Road, Bombay.
- (37) N. A. Peerbhoy, Esquire, Mirza House, Chinchbunder Road, Bombay No. 9.
- (38) Makanji N. Shah, Esquire, Pinjrapola Chawl, No. 3, Gaiwadi, Girgaum, Bombay.
- (39) Kanjee Jadhavjee, Esquire, Musjid Bridge, Bombay No. 9.
- (40) G. Sultanali, Esquire, 84, Akbar Mansion, Khandia Street, Bombay No. 8.
- (41) A. S. Daruwalla, Esquire, Cusrow Baug, Colaba, Bombay No. 1.
- (42) D. Writer, Esquire, 725, Parsi Colony, Dadar, Bombay No. 1.
- (43) Messrs. Saleh and Company, 4th Floor, Lohari Manzil, Room No. 46, Bhendi Bazar, Bombay No. 3.
- (44) Mr. A. H. Mohamdo (H. M. Alli) 20, Narayan Dhru Street, 4th Floor, Pydhoni Road, Bombay No. 3.
- (45) Mr. Narayandas Rajaram, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (46) M. G. Shetye, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (47) A. Sultanali, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (48) P. Sitaram, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (49) Gansian Sadashiv, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (50) M. Lahu, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (51) H. M. Tarkar, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (52) Dada Usman, Esquire, C/o Padav Bazar, Matim Manzil, Carnac Bunder, Frere Road, Bombay.
- (53) S. K. Moro, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (54) A. Eduljee, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.

- (55) Anand B. Shivalkar, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (56) A. Parkar, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (57) Maruti Gansian, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (58) Janardhan Ramchandrar, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (59) Rajaram Naraindas, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (60) M. M. Wadkar, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (61) Yesoo Hava, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (62) Latiff Ahmed, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (63) H. M. Podnekar, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (64) Abdul Satar Haji Mahomed, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (65) S. Kader, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (66) M. M. Patel, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (67) Tribhrowandas Thakker, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (68) G. Atmaram, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (69) Sheikh Mohomed Badruddin, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road Bombay.
- (70) P. G. Surve, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (71) I. S. Mayakar, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (72) Jagnath Genoo, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (73) G. Waman Anandrao, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (74) Pirojbai M. Chosksey, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (75) D. B. Kadam, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (76) A. J. Fernandes, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (77) C. J. Pereira, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (78) H. M. Abdulla, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (79) Mahadeo Moloo, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (80) K. L. Chopdekar, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (81) Messrs. Joevram and Company, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (82) M. Narayan, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (83) L. Ramji (Goa), Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.
- (84) Bendoo Krishna, Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.

(85) G. Mahadeo Esquire, C/o Padav Bazar, Hatim Manzil, Carnac Bunder, Frere Road, Bombay.

(86) D. C. Dalal Esquire, Dalal Estate, S. Block 5, Lamington Road, Bombay No. 8.

AND

The workmen employed under them.

In the matter of an industrial dispute re: hours of duty, overtime, leave rules, provident fund, gratuity, etc.

APPEARANCES:

Mr. Sohrab D. Vimadalal with Mr. R. P. Vacha, Chairman, Bombay Lighterage Contractors' Association, instructed by Messrs. Mulla and Mulla and Craigie Blunt and Caroe, Solicitors, for Messrs. Mackinnon Mackenzie and Company.

Mr. S. C. Sheth, Member, Bombay Lighterage Contractors' Association, for Employers Nos. 3, 4, 7 and 15.

Mr. B. R. Jayakar with Mr. G. Sultan Ali for the Padav Bazar Association representing some of its members and Employer No. 5.

Mr. W. K. Mankar and Miss S. V. Navalkar for Employer No. 40.

Mr. M. B. Nazareth for Employer No. 10.

Mr. C. L. Dudhia with Mr. B. B. Panchotia for the Bombay Stevedore and Dock Labourers' Union representing some employees of Messrs. Mackinnon Mackenzie and Company.

Mr. K. T. Sule with Mr. S. Y. Kolhatkar, General Secretary, Dockyard Labour Union, representing some employees of Messrs. Mackinnon Mackenzie and Company and some employees of Employers Nos. 11, 12, 19, 29, 33, 39, 40, and 44.

Dr. Shanti Patel for the Jahazi Mazdoor Union representing the employees of Employers Nos. 1, 8, 12, 15, 17, 18, 24, 31, 40, 41, 57, 58 and 67.

Mr. V. B. Karnik for the Bombay Dock Workers' Union representing the employees of Employers Nos. 3, 4, 6 and 7.

AWARD

This is a reference made by the Central Government under section 10(1)(c) of the Industrial Disputes Act, 1947. The reference concerns a dispute raised by the employees of Messrs. Mackinnon Mackenzie and Company in respect of hours of duty, overtime, weekly off days and other demands referred to in schedule I annexed to the order of reference. As Government was of opinion that the dispute was of such a nature that other employers specified in schedule II were likely to be interested in, or affected by, the said dispute they included those employers also in schedule II.

5. Messrs. Mackinnon Mackenzie and Company were originally a private firm which was converted into a limited liability company in April 1951. They are the Managing Agents of a number of ship-repairing concerns in Bombay. They also do the work of shipping companies as their Managing Agents. As shipping agents they have maintained a transshipment department which is concerned with loading and unloading of cargo. To carry on this work of loading and unloading they have maintained a number of lighters or barges. We are concerned in this reference with the dispute raised by these bargemen with regard to the terms and conditions of their service.

6. There are a number of concerns and operators in Bombay doing lighterage business. They hire lighterage labour (that is, bargemen) for the purpose. The lighterage business consists of hiring out lighters for the carriage of cargo in the harbour from ship to ship or from ship to shore. Lighters include a variety of craft such as barges, country craft or padavs used in the lighterage trade. Most of the general cargo is discharged or loaded directly on to or from the wharf alongside which the ship lies. Certain cargo, however, is discharged or loaded from the ship into lighters. Lighters are used in transshipment, that is, transporting of cargo from one ship to another, of cargo for which Bombay is not the final destination, but which arrives by one ship and is carried further by another. Lighters are also used in landing and shipping certain types of cargo, for example, bales of cotton which are landed at or shipped from the various jetties or bunders in the northern part of the harbour such as Hay-bunder or Haji-bunder where a ship cannot be berthed by reason of the low depth of water. It also sometimes happens that when a ship cannot obtain a berth in the docks owing to the congestion of traffic she loads from or discharges into lighters in the stream.

The workmen engaged on the lighters or barges are called bargemen. On an average about 6 bargemen including a tindel are employed on each barge.

7. The bargemen concerned in this dispute joined the Bombay Stevedores and Dock Labourers' Union (hereinafter called the Union) in 1948. They raised a dispute with regard to the terms and conditions of their service and submitted their demands to Mackinnon Mackenzie and Company (hereinafter called the Company) on 2nd June 1948 (Ex. A-1). The demands then made were the same as are made in the present reference. The only additional demands now made are with regard to pension, grades of pay and arrears of overtime. By the end of the year 1948 the Union served similar demands on three more employers, whose labour is represented, namely, Messrs. A. B. Cursetjee and Sons Ltd., Hill, Son and Dinshaw Ltd., and B. N. Marshall (Ex. A-3 to 7). Each of the four employers including Mackinnon Mackenzie and Company, went through the usual process of conciliation, but not with any good results. In the meanwhile it appears, disputes had arisen between various other stevedoring and lighterage firms and their workmen. It was the Bombay Dock-workers' Union which had raised these disputes and the disputes concerning workmen employed in the Coal Chipping and Painting, Barge and Launch sections in the port of Bombay. The Government of India was therefore contemplating appointment of a Board of Conciliation to settle these disputes and this fact was referred to by Messrs. Hill, Son and Dinshaw in their letter addressed to the Union on the 23rd December 1948. While the appointment of a Board of Conciliation was still in contemplation, the Company addressed an important letter (Ex. A-11) to the Regional Labour Commissioner, Bombay, in which they stated that their impression was that in the course of meetings before him between the Company's representatives and those of the Union substantial agreements had been reached on almost all the demands made by the Union in its letter, dated the 2nd June 1948. The Company stated how far they were prepared to go to meet the demands.

8. Soon after the Company wrote the above letter the Central Government appointed a Board of Conciliation (called the Third Board of Conciliation) by an order issued on the 11th January 1949 to resolve the dispute raised by the workmen employed in the Coal Chipping and Painting, Barge and Launch sections in the port of Bombay regarding matters referred to in schedule II appended to the order. The names of the employers concerned in that dispute were mentioned in schedule I appended to the order. They were 19 in all including Messrs. A. B. Cursetjee and Sons and B. N. Marshall on the latter of whom the Bombay Stevedores and Dock Labourers' Union had already made demands regarding service conditions of bargemen. This schedule did not include the names of Mackinnon Mackenzie and Company and of Messrs Hill, Son and Dinshaw Ltd. (Ex. A-17). While setting out matters in dispute in schedule II Government divided them into various sections, namely, those pertaining to (1) Barge section, (2) Launch section and (3) Coal Workers' section. The schedule also set out matters which were common to all the sections and those which were common to Chipping, Painting and Coal sections. The matters which were common to all sections pertained to (1) Holidays, (2) Leave, (3) Overtime, (4) Provident Fund, (5) Gratuity and (6) Revision of wages and dearness allowance. It will be relevant to recall here that these common demands except the last were the very demands which the Bombay Stevedores and Dock Labourers' Union had made earlier on Mackinnon Mackenzie and Company.

9. After the constitution of the Third Board of Conciliation the Bombay Stevedore and Dock Labourers' Union wrote to Mackinnon Mackenzie and Company on the 1st February 1949 in reply to the Company's letter addressed to the Regional Labour Commissioner on the 31st December 1948 stating how far the Union was prepared to go in accepting the offer made by the Company in the said letter. In particular mention must be made here of the fact that the Union expressed its willingness to accept overtime at the rates proposed by the Company with retrospective effect from the 1st August 1948, but the Union demanded that from 1st February 1949 the workers should be paid the same overtime as the Mazagon Dock workers (Ex. A-21). The Union passed a resolution thereafter clarifying its position in regard to the demands made on the Company on the 2nd June 1948 and declaring how far it accepted the offer made by the Company.

10. In the meanwhile, it seems the Third Board of Conciliation called upon the workmen employed by (1) Messrs. Mackinnon Mackenzie and Company, (2) A. B. Cursetjee and Sons, (3) Hill, Son and Dinshaw Ltd. and (4) B. N. Marshall to put in their statement of claim before them in respect of demands made on their employers regarding Bonus, Gratuity, Provident Fund, Hours of Duty, Overtime, etc. In doing so the Third Board of Conciliation must have acted on the authority of the order of their appointment which empowered them to settle the dispute.

which the workmen employed on barges and launches in the port of Bombay had with their employers in regard to the terms and conditions of their service. The Bombay Stevedores and Dock Labourers' Union therefore put in a statement of claim before the Board on the 9th March 1949 setting forth the details of its claim on the several demands (Ex. A-37). The employers named in the second schedule to Government's order of reference to the Third Conciliation Board put in their written statement a copy of which is produced in these proceedings (Ex. A-45). As Mackinnon Mackenzie and Company were not a party to the reference made by Government to the Third Board of Conciliation, the Board called upon the Company by its letter, dated the 6th April 1949 (Ex. A-51) to send their representative to furnish the necessary particulars regarding their employees. Later on, on the 29th April 1949 the Chairman of the Board summoned the Company to appear and place their case before it (Ex. A-53). On the same day a settlement was arrived at between Mackinnon Mackenzie and Company, Cooper Landing Company, Choonilal Manilal Ltd., Eastern Bunkers Ltd., and A. B. Cursetjee and Sons on the one hand, and the Bombay Stevedores and Dock Labourers' Union and the Bombay Dock Workers' Union on the other, on all the demands referred to the Third Board. The settlement provided that any dispute with regard to the interpretation thereof should be referred to the Chief Labour Commissioner as sole arbitrator and his decision should be final and binding on all the parties concerned (Ex. A-61). The Board made a recommendation to Government that the terms of the settlement might be made applicable to other employers not covered by their order of reference. The settlement was to come into force from the 16th May 1949 (Ex. A-55).

11. The settlement referred to above did not cover the demands as to arrears of overtime, bonus and uniforms served by the Union on Mackinnon Mackenzie and Company by its letter, dated the 2nd June 1948. Although the parties had indicated the length to which they were prepared to go in the course of proceedings before the Conciliator on the demands made by the Union, the three demands referred to above pertained to the bargemen of Mackinnon Mackenzie and Company alone and therefore those particular demands could not be negotiated and settled in the course of conciliation proceedings before the Third Board. On the 19th July 1949 therefore the Union wrote to the Company to settle the three outstanding demands. They expressed their willingness to abide by the settlement arrived at before the Third Board of Conciliation on the remaining demands (Ex. A-63). The Company in their reply agreed to abide by the settlement, but with regard to overtime, they said that it had not been intended that it should be paid with retrospective effect from the 1st August 1948 and therefore there was no mention of arrears of overtime in the agreement. The Company offered to pay bonus for the years 1947 and 1948 at the rate of one month's pay. With regard to uniforms they said that tindels and lascars were being provided with one jersey each and the tindels one umbrella each per annum and they considered that this provision was quite adequate (Ex. A-65). A hitch arose later on between the Company and the Union with regard to the date from which arrears of overtime at the agreed rate were to be paid and that point was referred by the Union to the Conciliation Officer of the Central Government for necessary action (Ex. A-69). The Conciliation Officer upheld the contention of the Union (Ex. A-71). The Company adhered to its own view in the matter and refused to pay arrears of overtime as demanded by the Union (Ex. A-73). The intervention of the Conciliation Officer (Central) in this matter proved of no avail (Ex. A-75, 77). By its letter, dated the 15th May 1950 the Company informed the Conciliation Officer that they were prepared to stick to the terms of the settlement before the Third Board and introduce a scheme of Provident Fund in place of the Pension scheme then existing for all bargemen who entered the service of the Company after the date from which Provident Fund was introduced. With regard to the other demands of the Union except arrears of overtime, the Company showed its willingness to adhere to the terms of the settlement already arrived at (Ex. A-81).

12. On the 27th June 1950 the Central Government issued a notification stating that they had come to the conclusion that the settlement arrived at before the Third Board of Conciliation on the 29th April 1953 should be adopted by all employers carrying on similar work in the port of Bombay. Copies of the resolution were ordered to be sent to all maritime States and other authorities concerned (Ex. A-85).

13. When the Union revived its old demands made on the 2nd June 1948 including the three not covered by the settlement, the Company pointed out that they could not be considered when the settlement was still operative. The Union then terminated the settlement by a notice, dated the 14th July 1950 (Ex. A-87). The Company replied that if the Union formulated fresh demands after terminating the settlement the composite offer made by them to meet some of the old demands

by their letter of 15th May 1950 must be deemed to have been withdrawn (Ex. A-89). They stated further that the settlement arrived at before the Third Board of Conciliation could only be terminated by the representatives of all the labour who were parties thereto as against all the employers concerned and not against Mackinnon Mackenzie and Company alone. The Union formulated fresh demands which are the subject matter of the present reference and submitted them to the Company for consideration on 31st July 1950 (Ex. A-91). By this time the Company had joined the Bombay Lighterage Contractors' Association of which the other members were Messrs. A. B. Cursetjee and Sons Ltd., Eastern Bunkerers Ltd., Cooper Landing Company and Hill, Son and Dinshaw Ltd. On receipt of the above letter from the Union containing its fresh demands, the Company sent a reply on the 6th October 1950 through the Association in which it complained that it was improper on the part of the Union to have singled out one particular Company for attack and that the demands could only be resolved on an industry-wise basis. The Association pointed out that in its opinion the Third Board of Conciliation had laid down fair and reasonable standards in the matter of pay, emoluments and terms and conditions of service and that there was no change of circumstances to need revision of the standards laid down by the Board. In reply to the demands the Association raised the same defences as it has raised in the present reference (Ex. A-91). The Association sent copies of this letter to the Chief Labour Commissioner and the Conciliation Officer (Central). In the meeting held later by the Conciliation Officer between representatives of the Association and the Union the former pointed out that there was no material change in the condition of trade in Bombay since the date of the settlement arrived at before the Third Board of Conciliation but, on the other hand, there was a slackness in trade. They stated that, as Mackinnon Mackenzie and Company were prepared to abide by the terms of the settlement, the demands made by the Union could not be acceded to. They stressed the fact that the Third Board of Conciliation had recognised that the terms and conditions of service prevailing in Mackinnon Mackenzie and Company were better than those offered by other employers and the Union's action in singling them out for attack amounted to victimisation of that Company. The Union representatives replied that they were concerned only with Mackinnon Mackenzie and Company and insisted that the conciliation proceedings should be carried on with that Company alone. The representatives of the Association did not agree to this course. Attempts at conciliation therefore failed and therefore the Conciliator recommended to Government that the dispute might be referred to a Board of Conciliation. He suggested that as the Board's findings would have repercussion on the terms and conditions of service of all the employers in similar trade, all the other employers engaged in similar trade should be joined as parties to the dispute (Ex. A-103). After Government received this report they referred the dispute to the Central Government Tribunal at Dhanbad for adjudication. Mackinnon Mackenzie and Company and their employees were the only parties to the dispute referred to that Tribunal. It was stated by Mr. Dudhia at the Bar that the Company applied to the Dhanbad Tribunal to implead other employers engaged in similar trade as parties to the dispute but the employees contended that the Tribunal had no power to do so and their contention was upheld. Later on in supercession of the orders referring the dispute to the Dhanbad Tribunal the Central Government passed orders referring the dispute to me. Even before me only the Bombay Stevedores and Dock Labourers' Union had appeared and put in a statement of claim in the beginning on behalf of the employees of Mackinnon Mackenzie and Company alone. Later on the Dock Yard Labour Union entered appearance on behalf of some other bargemen of Mackinnon Mackenzie and Company and certain other employees. The Bombay Dock Workers' Union as also the Jahazi Mazdoor Union entered the arena at a later stage, that is, at the hearing of the dispute claiming to represent the workmen of some of the other employers named in schedule II. They all supported the claim put forth by the Bombay Stevedores and Dock Labourers' Union and their representatives made their own comments on the demands made by the said Union. Similarly from among the employers it was Mackinnon Mackenzie and Company and Hill, Son and Dinshaw, two of the members of the Bombay Lighterage Contractors' Association, alone who appeared in the beginning in reply to the notice issued to all the employers named in schedule II to put in their statements. It was not till Mackinnon Mackenzie and Company summoned the Padav Bazar Association and some other employers to give evidence as to the conditions of employment of bargemen engaged by them that the Padav Bazar Association and certain other employers whose appearances have been noted above appeared and contested the demands made by the different Unions on behalf of their employees.

14. It is clear from the facts stated above that from the beginning the contention of the Company has been that the dispute raised by their bargemen as to the conditions of their service should be resolved on an industry-wise basis. Now that Government has made all those employers who engage bargemen in the port

of Bombay in the course of their business as parties to this reference under section 10(5) of the Industrial Disputes Act, 1947, the question that arises for consideration is whether the dispute raised by the bargemen of Mackinnon Mackenzie and Company should be resolved on an industry-wise basis, or whether it should be resolved as peculiar to the bargemen of that Company alone.

15. The fact that, while referring to me the dispute between Mackinnon Mackenzie and Company and their bargemen for adjudication, Government have impleaded other employers carrying on similar business as parties to this reference under section 10(5) of the Industrial Disputes Act is not by itself conclusive or even sufficient proof that the other employers are affected by or interested in the present dispute. That only means that Government considers or is of the opinion that the other employers are likely to be interested in or affected by the dispute referred to me. It is open to this Tribunal to decide after going into the merits of the case, to give directions, if need be, applicable to all the employers. If other employers are not affected by the dispute the Tribunal has to record a finding accordingly. That, I think, is the scope of sub-section (5) of section 10 of the Industrial Disputes Act.

16. Now let us see if the dispute in the present reference is such as to affect the other employers named in schedule II, or whether they are really interested in the dispute. The stand taken by the Company from the beginning is that as the demands formulated by the Union originally by its letter, dated 2nd June 1948, and later after the termination of the settlement by its letter, dated the 31st July 1950, cannot and should not be adjudicated upon except on an industry-wise basis. The grounds on which the Company has taken that stand are as follows: There is close interdependence between the several employers engaging bargemen for purposes of their business and there is a keen element of competition among them. The adjudication on an individual basis of a dispute like the present would necessarily have repercussions on the whole trade and the labour employed therein. It is therefore just and proper that in a case like this the wage structure and other conditions of service are standardised and stabilised at a proper level for the industry as a whole on a region-wise basis. There are two Associations of lighterage contractors in Bombay. One is the Bombay Lighterage Contractors' Association, an association recently formed of which the members are Mackinnon Mackenzie and four other firms named above. The other is known as the Padav Bazar Association which has a larger number of members. At present the number of barges available for service is larger than the demand therefor and many lighters are laid up for want of work. This has led to keen competition for business in which the contractor who can offer the lowest rates secures the advantage with the result that individual members of the Padav Bazar Association are frequently willing to accept rates published by their Association. The complaint of the Contractors' Association has always been that, whereas its members consented to a standardisation of wage rates on the distinct understanding that those rates would be the standard rates throughout the Port, the Padav Bazar Association has refused to adopt the rates and the result has been the promotion of unhealthy and unfair competition.

17. The other grounds urged by the Company are that lighterage contractors sub-hire extensively in the market for the purpose of their business. The factors giving rise to this practice are many, Lighterage business fluctuates considerably in volume from month to month since it depends on the quantities of cargo of the special nature which requires the employment of lighters. Besides, the loading and discharging of ships call for the utmost dispatch and therefore it becomes necessary that the supply of lighters should be commensurate with the ships' rate of discharge or loading. Instead of running the risk of detaining the ship, and thereby incurring demurrage, the contractors in such contingencies have to resort to hiring lighters from the Padav Bazar Association or the individual contractors. Lastly, in view of the high cost of operation and maintenance of lighters and permanent crew therefor and of the periods of activity followed by periods of comparative idleness, the natural tendency is to hire for the occasion, instead of maintaining a large standing fleet of barges and the crew required to man them.

18. The practice of hiring lighters has two implications both of which emphasise the need for standardisation of wage rates and service conditions of workmen employed on the barges. The first is that when a forced disparity in operation costs exists, healthy competition becomes impossible. The second is the dissatisfaction and discontent resulting from bargemen engaged on different terms and conditions of service doing the same work and at the same location. It would not be in accordance with reality to regard the labour of one employer as an isolated force whose problems may be dealt with individually. The Company therefore urges that the dispute may be adjudicated on a region-cum-industry basis.

19. Mr. Dudhia, appearing for the Bombay Stevedores and Dock Labourers' Union has contended that the dispute raised by his Union on behalf of the barge-men employed by Mackinnon and Mackenzie and Company has nothing to do with the service conditions of bargemen of other employers as the service conditions of the employees of that Company and the emoluments paid to them differ materially from those offered by other employers.

20. The party directly affected by the stand taken by the Company is the Padav Bazar Association and certain other owners of barges. The total number of members of the Padav Bazar Association is 44 but that Association has represented the case of 31 members in these proceedings (Ex. C-2). The President of the Padav Bazar Association has put in an affidavit (Ex. C-3) in which he has raised the following defence: The main object with which the Association was started was to facilitate meetings of owners of Padavs as also to enable hirers of Padavs to know when the Padavs they want could be hired. The members of the Association used to employ a tindel for each Padav and the tindel in his turn used to bring 5 or 6 khalasis (lascars) to work under him. The tindel used to be paid formerly Rs. 18 per month and the khalasi Rs. 16 per month. The tindel is now being paid Rs. 40 plus dearness allowance of Rs. 30 and the khalasi is being paid at the rate of Rs. 35 plus dearness allowance of Rs. 30 per month. It is beyond the capacity of the members of the Association to offer more emoluments. Lighterage work in the Bombay Port is dwindling. Realising the difficulties of lighterage owners their employees did not raise any dispute with regard to their service conditions.

21. The members of the Padav Bazar Association are mostly owners of Padavs, that is, country craft with sails, which ply within the harbour limits. They depend for their subsistence on the work given to them on hire by 5 or 6 stevedoring or coal bunkering firms who, having their own lighters, use them first and in case they require more, hire from the members of the Association. Thus, the employment of Padavs owned by the members of the Association is fitful and occasional. There has therefore been a wide difference between the wages paid by big firms and those paid by the members of the Association. Favourable wind governs the sailing of Padavs and therefore fixation of hours of work is well nigh impossible. Work being available for hardly 15 days in a month granting of weekly holidays is unnecessary. The Association contends that the terms and conditions of employment of Mackinnon Mackenzie and Company's workmen cannot be compared with those of the workmen employed by their members and their employment would afford no sufficient basis for standardising wage rates or other conditions of service.

22. This is primarily a dispute between Mackinnon Mackenzie and Company and the workmen employed by them on their barges. But while resolving the dispute raised by those workmen on the several demands it may be unfair and unjust to lay down absolute standards or conditions of service without any comparison with those engaged in the same trade in the port of Bombay. It may be necessary in the interest of justice to evolve certain norms or standards in the matter of hours of work and other service conditions and prescribe them for all the workmen employed in the same industry irrespective of whether they are the workmen of Mackinnon Mackenzie and Company or some other employer. The Company has pointed out that there is keen competition in Bombay in the lighterage industry and that the members of the Padav Bazar Association underquote the rates as to the hire of barges. In order to eliminate this competition it is necessary to prescribe, if and whenever possible, the same conditions for employment of barge labour. In the interest of harmony and good industrial relations it is also necessary that all the workmen engaged in the same industry and in the same locality should have the same conditions of employment. That is why the Third Board of Conciliation recommended that the settlement arrived at by some of the leading firms engaging barge labour with their workmen on the 29th April 1949 should be made applicable to all those employers engaged in similar trade and the Central Government issued a Resolution recommending the adoption of the terms of the settlement by all those engaged in lighterage trade. For the same reason the Conciliator also recommended to Government that as the present dispute is likely to have repercussions on the terms and conditions of service of all those engaged in similar trade they should be joined as parties to this reference. Government accepted his suggestion and impleaded as parties all those employers who were likely to be affected by or interested in the dispute between Mackinnon Mackenzie and Company and their barge labour.

23. While considering the question as to how far the conditions of employment and other benefits prescribed for the bargemen of Mackinnon Mackenzie and Company should be made applicable to the employees of other firms and the

members of the Padav Bazar Association on the barges maintained by them, it is also necessary to take into consideration certain factors which place them at a disadvantage. The Padav Bazar Association has pointed out that its members are mostly individuals, each owning a Padav or two and only a few of its members are private firms owning a few Padavs each. The Padavs owned by them are country craft plying with the aid of sails depending upon favourable wind for their propulsion. The barges owned by Mackinnon Mackenzie and Company and other big firms of lighterage contractors are towed by steam or oil launches and therefore they have not to depend upon the mercy of wind for the plying of their barges. As pointed out by the Company, the ships arriving in the harbour are sometimes in a hurry to leave the port after discharging their cargo and, if there is no favourable wind just then, the Padav owners have to suffer. The owners of Padavs themselves work sometimes as tindels on the Padavs belonging to them. The Padav owners have to depend mostly on a few stevedoring and coal bunkering firms and lighterage contractors for work to be supplied to them. There has always been some disparity in the wages paid to the crew of the Padavs and the wages paid to the crew engaged on the barges belonging to Mackinnon Mackenzie and other firms. Out of the 19 employers who were parties to the settlement before the Third Conciliation Board only five big firms had signed it and not the rest. The Padav Bazar Association was not a party to the settlement. The President of that Association had been called to attend the meetings of the Third Conciliation Board and he pointed out the above disparity in the conditions of work under the members of his Association and those of other bigger firms. He did not join in the settlement arrived at before the Third Conciliation Board. The Regional Labour Commission (Central), Bombay sent a circular letter containing the recommendations of the Central Government that the terms of the settlement arrived at before the Third Board of Conciliation should be made applicable to the workmen of other employees in the lighterage trade not covered by the settlement. The Association pointed out how the crew employed by its members could not be compared to the crew on the barges maintained by Mackinnon Mackenzie and other firms (vide their letter, dated 23rd December 1949). The Association also pointed out that there was appreciable fall in their work. They did not agree to make the terms of the settlement applicable to the employees of its members.

24. It is clear from what has been stated above that the conditions of employment of workmen engaged in the lighterage industry cannot be brought on par in all respects. Some difference in the conditions of such employment will have to be made depending upon the financial position and the quantum and nature of work available to bigger employers of an established reputation and standing like the Mackinnon Mackenzie and Company and those of the smaller employers like the members of the Padav Bazar Association. The smaller employers like the members of the Padav Bazar Association cannot bear all the financial burden sought to be imposed by the demands made by the barge labour of Mackinnon Mackenzie and Company like Provident Fund, Gratuity, Pension, etc. While adjudicating upon the demands made by the employees (bargemen) of Mackinnon Mackenzie and Company, I shall indicate which part of my award should apply to the workmen of other employers who have been impleaded as parties to this reference.

25. Now I have to consider the effect of the settlement, dated the 29th April, 1949 on the demands made by the Union in the present reference. The Union made the present demands as far back as the 2nd June 1948. When the Central Government appointed in January, 1949 the Third Board of Conciliation to settle the dispute between the Bombay Dock Workers' Union and 19 employers whose workmen the Union represented, the Board called upon the Bombay Stevedore and Dock Labourers' Union to put in their statement of claim before them as many of the demands served by them on the Mackinnon Mackenzie and Company were common to the dispute referred to the Third Board of Conciliation. Both Mackinnon Mackenzie and Company and the Bombay Stevedores and Dock Labourers' Union were parties to the settlement arrived at before the Board on the 29th April 1949. The settlement covered the dispute as to (1) hours of work and overtime, (2) weekly off, (3) holidays, (4) leave, (5) provident fund and gratuity, (6) wages, etc. (Ex. A-57). Both the Company and the Union expressed their willingness to abide by the terms of the settlement in the correspondence carried on by them after the settlement was arrived at. It is only when the Union demanded from the Company payment of arrears of overtime at the agreed rate from the 1st August 1948 that they fell out and, as the efforts of the Conciliator to bring about a settlement on that point failed, the Union terminated the settlement and revived its old demands. Neither party found any room to complain about the terms of the settlement being unreasonable or inequitable. Although the Union has terminated the settlement I do not think that I should

allow either party to go back upon a solemn agreement arrived at before the Board of Conciliation. The settlement dealing with demands for wages, holidays, leave, etc., must be deemed a long-term plan and neither of the parties thereto should be at liberty to put an end to it at its sweet will.

26. It has been held by a Full Bench of the Industrial Court, Bombay in the dispute between the Rashtriya Mill Mazdoor Sangh and the Millowners' Association, Bombay and others (II L.L.J. 1953 p. 73) that no party should be allowed to reargue the question settled by a previous award between the same parties unless a change of circumstances has been established. The Full Bench drew a distinction between a set of decisions which lay down a permanent scheme or a principle and those the effect of which exhausts itself with a single compliance. The decisions settling standardisation of wages, fixing of scales, provident fund, gratuity, etc., the Full Bench held, would come under the former category while decisions about annual bonus, retrenchment, reinstatement, etc., would fall under the latter category. They also held that even if it be legally permissible it would be highly undesirable to disturb at a short interval a scheme once settled as it would not be conducive to industrial peace and tranquillity.

27. The Union has neither alleged nor proved that there has been a material change of circumstances since the date of the settlement. If there has been a change it is a change for the worse due to depression in the lighterage trade. If the Union terminated the settlement it was due to the Company's refusal to consider its demand for arrears of overtime with retrospective effect from the 1st August 1948, although the Conciliator made it clear that that was the assurance given by the Company. The Company has in its written statement accused the Union of having raised three fresh demands after the settlement. But those three demands, namely, those relating to arrears of overtime, bonus and uniforms had been raised by its letter, dated the 2nd June 1948 and the settlement arrived at before the Third Board of Conciliation did not cover any of them. I think therefore that the signatories to the settlement must be held bound as far as possible by the terms thereof and they should be given sufficient opportunity to work it out.

28. It was urged by Mr. Sule that though the settlement was signed by the Bombay Stevedores and Dock Labourers' Union and the Bombay Dock Workers' Union on behalf of the workmen concerned it was not valid and binding on the workers, because the Chairman of the Third Conciliation Board had no authority to summon and implead Mackinnon Mackenzie and Company and the Bombay Stevedore and Dock Labourers' Union, as both of them were not parties to the reference made by Government to the Third Conciliation Board. He contended further that the settlement is also invalid because Mr. H. F. Vakeel who was a member of the Third Conciliation Board signed the settlement for and on behalf of the Cooper Landing Company.

29. A Board of Conciliation has powers prescribed by section 11 of the Industrial Disputes Act, 1947 and in exercise of that power it can summon any person who was not originally a party to the industrial dispute referred to it for conciliation to appear in the proceedings before it as a party to the dispute under section 18 of that Act. It has been held by the Madras High Court in the case of P. G. Brookes vs. Industrial Tribunal, Madras and others (II L.L.J. 1953 p. 1) that while section 18(a) of the Industrial Disputes Act deals with the parties to the reference, section 18(b) of that Act refers to all other parties summoned to appear as parties in the dispute. This necessarily implies that parties other than original parties to an industrial dispute can be summoned as parties to the proceeding. Such parties can be summoned at the instance of a party or *suo motu* by the Tribunal by issuing notice to them. The Chairman of the Board was therefore quite competent to summon on behalf of the Board Mackinnon Mackenzie and Company as also the Bombay Stevedores and Dock Labourers' Union to appear in the proceedings before it as parties thereto as they were likely to be interested in or affected by the dispute referred to it. A Board of Conciliation includes among its members the representatives of both the employer as well as of the employees and that gives it the character of a Conciliation Board.

30. Mr. Vimadala contended on behalf of the Company that the termination of the settlement by the Union is invalid as they did not give notice to all the employers whose labour they represented and as the termination is not in accordance with the provisions of sub-section (6) of section 19 of the Industrial Disputes Act. He further urged that if the settlement subsists as against those employers to whom notice of termination was not given and, if the employees who have not given the notice of termination continue to be bound by it, that will lead to an anomaly in the conditions of employment of those bound by the settlement and those not so bound. This question is of only academical interest

now as I have already come to the conclusion that the parties to the settlement must be held bound by the terms thereof in the interest of social justice, equity and stability of agreed conditions of employment. I do not think that there is any legal impediment under the Industrial Disputes Act in the way of a party to a settlement terminating it as against another bound by the same and between whom the employer-employee relation subsists. If such termination brings about disparity in the conditions of employment of other employees it is for the Tribunal to consider whether such disparity should be allowed to continue.

31. I shall now proceed to deal with the demands as framed by the Bombay Stevedores and Dock Labourers' Union. The other Unions representing the interests of a section of Mackinnon Mackenzie and Company's barge labour and the labour employed by other employers cannot be allowed to widen the scope of the demands as formulated by the Bombay Stevedores and Dock Labourers' Union or to add to them. They have therefore chosen to stand by the demands formulated by the said Union.

Demand No. 1—Hours of Duty

32. The Union states that every worker (member of the crew working on the barge) should not have more than 8 hours' duty per day and this period of duty should be assigned to him by a regular shift system. At present there are no fixed hours of work and therefore the workers are supposed to be on duty all the 24 hours. The Union complains that this practice works very harshly against the workers as they have to be on duty even at odd hours at night.

33. The Company's reply to the Union's demand is this: The work of a bargeman is essentially of an intermittent and simple nature. The bargemen have to make up slings of ropes for putting the cargo and unslung the goods from the slings and stow them in the barge when the ship is discharging. It is difficult to forecast when a particular lighter will be required to work and it is also difficult to provide that any such work should be done between fixed hours. The lighter must be ready to deliver and receive cargo whenever the ship is ready to load or discharge. When a ship may become ready to load or unload depends upon a number of circumstances since the cargo to be loaded on the lighter may be stowed in a particular part of the ship's hold and, until that cargo is reached, lighters are required to be idle. There are long and frequent periods of idleness before or during loading by reason of which the process of loading of a lighter may be interrupted. After loading is completed there is again a period of idleness until the lighter is towed to its next location of work. It happens that lighters carrying transshipment cargo are idle for days and sometimes for weeks waiting for the oncarrier ship to arrive and receive the cargo. The work of a lighter is carried out at different locations in the harbour and it is impracticable to provide for reliefs for men at fixed intervals. At a given time the lighter will be alongside a ship in stream having to wait there till the following morning. It may be, on the other hand, at a particular spot alongside one of the bunders and it is impossible to arrange or foretell the movements of the craft in advance. Again, it may be in one of the docks and prevented from moving at the last moment by the tide or the Dock Master. On account of a long established usage bargemen live on board their craft where they have got their cabin, which is their home. The work of loading and discharging cargo ships must be carried out during port working hours and lighters must be prepared to work during those hours. The port working hours are generally from 8 A.M. to midnight with breaks for meals. It is impossible for the crew of a barge to cease work while they are in the process of discharging a ship and are stationed alongside a working hatch. It therefore becomes an essential feature of lighterage labour that it must work or be willing to work at any time when required to do so. As it is, the barges do not work for more than a fortnight during the course of a month. The tindel arranges for his men to leave the barge in turn if they wish to do so and extra labour is regularly provided by the Company to assist the bargemen in handling cargo whenever there is heavy work to do.

34. The nature of the duties of bargemen makes it clear that the duties are neither continuous nor strenuous, which I have verified by personal inspection in the presence of parties it appears to me, it is necessary to prescribe certain hours of work for the bargemen; otherwise, they will have to be presumed to be on duty each and every hour of the day and even during odd hours of the night. It may be that the bargemen are provided with some sort of residential accommodation on the barges themselves but, after all, they are human beings, and the companies employing them cannot prevent them from enjoying social life.

35. These considerations weighed with Mr. D. G. Kamerkar in adjudicating upon a demand by the bargemen of the Mazagon Docks for fixing the hours of work at 8 hours a day and he directed that the working hours of the bargemen should be 12 from 6 A.M. to 6 P.M. on week days and that work done after 6 P.M. should be taken as overtime. The same considerations of social justice must have weighed with the Mackinnon Mackenzie and Company when they entered into a settlement with the Union representing their workmen agreeing to fix the hours of work for bargemen for 12 hours per day from 7 A.M. to 7 P.M. with one hour's recess for meals at the convenience of the employer. The agreement is fair and reasonable and the Company as well as the Union representing their workmen shall abide by it.

36. The Padav Bazar Association has contended that it will be a hardship to fix hours of work for the crew employed on their barges. But I have given above the reasons why barge crew should have fixed hours of work. It is necessary that the hours of work for all bargemen in the port of Bombay should be the same and it would not be conducive to peace and tranquillity in the port to fix hours of work only for the bargemen of Mackinnon Mackenzie and Company and of a few other companies and not for the bargemen employed by the members of the Padav Bazar Association. The above direction with regard to the hours of work shall therefore be complied with by all the employers who are parties to this reference.

Demand No. 2—Overtime

37. The demand is that every member of the crew working on barges for more than eight hours should be paid overtime at the rate of $1\frac{1}{2}$ times their basic wages and dearness allowance. The Union contends that the provision in the Settlement as to payment of overtime at a flat rate of Rs. 15 and Rs. 10 per month to tindels and laskars respectively, or in the alternative, at the rate of Re. 0-3-0 for hour or part of it beyond the scheduled time is inadequate and unscientific. The Company's defence is that, as it is not possible to lay down fixed hours of work for the barge crew, it follows as a necessary corollary that the commencement of overtime cannot be determined. It states that because of the impracticability of fixing a just and proper basis for overtime on an hourly basis the Settlement had provided for a consolidated overtime wage of Rs. 15 and Rs. 10 per month to tindels and laskars respectively.

38. The Settlement, as stated above, provides for overtime at a flat rate of 3 annas per hour or part of an hour beyond the scheduled time (that is, from 7 A.M. to 7 P.M.) leaving it open to any particular employer and his workmen to mutually agree for overtime at a consolidated scale of Rs. 15 per month for tindels and Rs. 10 per month for laskars. If overtime is allowed at $1\frac{1}{2}$ times the basic wages plus dearness allowance as asked for by the Union, I am afraid, it will not only operate harshly against the members of the Padav Bazar Association, who have to depend mostly on favourable wind for the plying of their barges, but it will also throw a heavy financial burden on their shoulders. If the conditions of employment of bargemen in the whole industry are to be standardized as far as possible I do not think that I could accede to the demand made by the Union to allow overtime at $1\frac{1}{2}$ times the basic wages plus dearness allowance. At the same time it will be risky to award overtime at a flat rate of Rs. 15 per month to tindels and Rs. 10 per month for laskars as provided in the Settlement because, in that case, it will be open to an employer to ask his employees to work overtime throughout the whole month and for all the 24 hours of the day and night and pay him at the above rates. I am not therefore prepared to accept the flat rates of overtime given in the Settlement. I direct that overtime for work done beyond the prescribed hours of work, that is, from 7 A.M. to 7 P.M., should be paid by Mackinnon Mackenzie and Company and all other employers concerned in this reference at the rate of 3 annas per hour or part of an hour for laskars and 4 annas per hour or part of an hour for tindels.

Demand No. 3—Weekly off Days

39. The Union has asked for a weekly off on every Sunday with full pay and dearness allowance. It has also asked for all Port Trust holidays with full pay and dearness allowance and that any worker required to work on Sundays and holidays should be paid at the rate of double the usual wages and dearness allowance.

40. The Company has objected to the demand saying that it is physically impossible to allow all workers a weekly off on every Sunday as that will completely disrupt the lighterage working in the port and will lead to ships being delayed. The Company states that it gives each bargeman by rotation, according to the arrangement to be made by the tindel, one day off per week with full pay and dearness allowance and that "it allows all Port Trust holidays to the bargemen at $1\frac{1}{2}$ times their basic wages and dearness allowance".

41. If the nature of the lighterage industry is taken into consideration it will be impossible for the employers to give each employee a weekly off on Sunday. Sunday is not a holiday observed by the Port Trust. According to the Settlement the employers are to give one day every week as a weekly off, it not being necessarily a Sunday. But the Company should indicate in the beginning of every month as to which day of the week each worker would get as an off day each week in the course of the month. I direct accordingly.

42. Now with regard to holidays, the Settlement provides for the 12 holidays observed by the Port Trust authorities as holidays to the barge crew. I do not think I should restrict the number of holidays to 12 because the Port Trust may think it necessary either to increase or curtail the number of its holidays, but it stands to reason that all the barge crew who work in the port of Bombay should have the same holidays as the Port Trust. This shall be my direction as to the number of holidays.

43. The question then arises as to the wages to be paid to the workmen required to work on weekly off days or on holidays. The Settlement provides that for work on such days wages should be paid at overtime rates, that is, $1\frac{1}{2}$ times the basic wages plus dearness allowance. But this provision, it appears to me, is not only unjust but also inadequate. If a workman is entitled to enjoy a holiday or a weekly off and at the same time receive his full wages for that day it stands to reason that if he is required to work on that day the employer must pay him at double his usual wages, that is, basic wages plus dearness allowance. I direct accordingly.

44. The directions given under this demand shall apply to all the employers concerned in this reference.

Demand No. 4—Leave Rules

45. The Union has asked for 15 days' casual leave and 15 days' sick leave per year with full pay and allowances, the latter being allowed to be accumulated upto 30 days. It has also asked for one month's privilege leave at the end of every 11 months' service, such leave being allowed to be accumulated upto 90 days. It states that accumulation should be allowed to be made upto a minimum of 45 days and maximum of 60 days after a service of 18 and 24 months respectively.

46. The Company contends that its existing practice is to grant 30 days' leave per annum on full pay as agreed under the Settlement. In addition, it states, it grants 15 days' sick leave on half pay and indefinite sick leave with full pay and hospital expenses if the workman suffers any injury in the course of his employment and is on that account required to undergo treatment in a hospital.

47. The Settlement directs the employers to grant 30 days' leave in all with pay for 12 months' approved service, it being permissible to accumulate such leave upto 60 days.

48. I think leave rules for all the employees in the lighterage industry ought to be the same. It will not be fair to treat the barge crew of Mackinnon Mackenzie and Company in any way different from the barge crew of the members of the Padav Bazar Association or any other employer in the matter of leave. In view of the nature of the industry and the work of barge crew not being continuous or strenuous, I think leave on a liberal scale should not be allowed to them. The provision in the Settlement as to the leave to be granted to the workmen concerned is vague and indefinite. It is not clear how much should be allowed as privilege leave, sick leave and casual leave. The present practice of Mackinnon Mackenzie and Company is definitely an improvement in the matter of leave on what has been provided in the Settlement. I therefore direct the Company and all other employers concerned in this reference to grant casual leave with full pay and dearness allowance for seven days in a year, privilege leave for 21 days in a year with full pay and dearness allowance and sick leave for 15 days in a year with half pay and dearness allowance. Casual leave to be granted at a time

shall not exceed three days unless there exists necessity for more leave. The privilege leave shall be allowed to be accumulated upto 42 days.

Demand No. 5—Pension

Demand No. 6—Provident Fund

Demand No. 7—Gratuity

49. The scheme of pension asked for by the Union is as follows:

After 30 years' service—half of the basic salary last drawn.

After 20 years' service—1/3rd of the basic salary last drawn.

After 10 years' service—1/4th of the basic salary last drawn.

The Union wants that the employees should be given an option either to choose the pension on the above scale or the scheme of provident fund which they have suggested under demand No. 6. Retrospective effect is asked for the scheme of pension from the date of employment of each employee concerned in this reference.

50. With regard to provident fund, the Union has asked for the following scheme leaving it open to the employees to opt for it or the scheme of pension:

- (1) The contribution of the employees should be 10 per cent. of the basic salary and the Company should contribute an equal amount.
- (2) On termination of the employees' service by the Company, full contribution should be paid.
- (3) The employee should be eligible for the Company's full contribution after 5 years of service. If an employee resigns, the Company's full contribution should be as follows:

After 1 year's service—1/5th	}	of the Company's contribution.
After 2 years' service—2/5ths		
After 3 years' service—3/5ths		
After 4 years' service—4/5ths		
After 5 years' service—whole		

The Union contends that in the discussions before the Chief Labour Commissioner the Company had shown its willingness to start the above scheme of provident fund.

51. The following is the scheme of gratuity demanded by the Union:

On retirement, resignation, death or disability—

After 15 years' service—15th months' pay.

On termination of service by the Company,	}	One month's pay for each completed year of service but not more than 15 months' pay.
On completion of 10 years of service and over.		

On completion of 8 years but less than 10 years' service—9 months' pay.

On completion of 5 years but less than 8 years' service—6 months' pay.

On completion of 3 years but less than 5 years' service—3 months' pay.

On completion of 2 years but less than 3 years' service—2 months' pay.

The Union states that the Company committed itself to framing of the above scheme of gratuity in the course of negotiations carried on by it with the Union.

52. The Company has opposed these demands and contended that it has already in operation a scheme of gratuity and pension which provides sufficient retirement benefit to its employees. It has contended that two retirement benefits should not be allowed to the employees. The existing scheme under which the Company's employees get their retirement benefit consists of a gratuity-cum-pension scheme. Only those employees who have put in a service of 20 years or more are entitled to the benefit of the pension scheme. The pension scheme is as follows:

For employees who have put in 20 to 24 years—15 per cent. of the basic salary.

For employees who have put in 25 to 29 years—20 per cent. of the basic salary.

For employees who have put in 30 years and onwards—25 per cent. of the basic salary.

The gratuity scheme which the Company has in operation provides that a worker who is not qualified for pension is entitled to gratuity at the rate of half a month's salary for each year of service based on the average salary drawn for the three years preceding his retirement.

53. The dispute as to provident fund and gratuity was raised by the Union even before the Third Conciliation Board. The employees' representative then demanded that provident fund and gratuity schemes as laid down in what was known as the Joshi Scheme should be made applicable to the barge crew when the Scheme came into force. The employer's representative opposed the introduction of both these schemes. Ultimately it was agreed between the parties that when Joshi Scheme came into operation the question as to provident fund and gratuity should be taken up. It seems that the Joshi Scheme is still under the consideration of a Board appointed under the Bombay Dock Workers (Regulation of Employment) Scheme, 1951. It is clear therefore that there has been no settlement on the demands as to provident fund and gratuity.

54. Although the Company has opposed the claim for a double retirement benefit the evidence on record shows that three other members of the Bombay Lighterage Contractors' Association, namely, (1) Hill, Son and Dinshaw Ltd., (2) A. B. Cursetjee and Sons and (3) Eastern Bunkers Ltd., have a gratuity in addition to a scheme of provident fund for the benefit of their employees. It is not contended that the position of these companies in the lighterage trade is in any way better than the position of Mackinnon Mackenzie and Company. Mr. Sheth, who represented the three companies in these proceedings, agreed that the conditions of employment prescribed for the barge crew of Mackinnon Mackenzie and Company may also be prescribed for the bargemen of the three companies represented by him. Mackinnon Mackenzie and Company itself agreed in the course of negotiations carried on with the Union after they submitted their demands on the 2nd June 1948 that they had no objection to introduce a scheme of provident fund if a majority of its employees opted for it. That was made quite clear by the Company in its letter (Ex. A-11) dated the 31st December 1948 as also in its letter (Ex. A-81) dated the 15th May 1950. The Company agreed to introduce the scheme of gratuity pressed by the Union in these proceedings and also to introduce a scheme of provident fund as an alternative additional benefit to its employees. In addition to gratuity option was to be given to the employees to choose either the provident fund scheme or the pension. It was clear from the reply given by the Union that a majority of the workmen showed their desire to opt for the provident fund. To harmonise the conditions of employment of the major units in the lighterage industry, namely, Mackinnon Mackenzie and Company and four other members of the Bombay Lighterage Contractors' Association, I direct the Company to introduce a scheme of provident fund as an alternative benefit to its existing pension scheme. The Company shall introduce a scheme of provident fund within one year from the date of this award on the lines indicated in the Employees' Provident Fund Scheme 1952. The contribution payable by the employees under the scheme shall be at the rate of 8½ per cent. of their basic wages. The contribution payable by the employers shall be equal to the contribution payable by the employees. The scheme shall not have retrospective effect in the sense that the employer will not be required to make contributions according to the length of service put in by the employees but the contribution of both the employers and employees will commence from the date on which the Employees join the Fund.

55. The existing employees will declare their intention to the Company to opt for either the provident fund scheme or the Company's existing pension scheme within a period of six months from the date of the introduction of the provident fund scheme. If any employee fails to opt for either of the two schemes within the time prescribed or such further time as the Company might choose to give him, he shall be deemed to have opted for pension and not the provident fund. It will not be open to the employees who join the service of the Company after the introduction of the provident fund to opt for pension. The only benefit that they will be entitled to is the provident fund which shall be in addition to gratuity.

56. Mackinnon Mackenzie and Company shall introduce the following scheme of gratuity for its employees:

- (1) On the death of an employee while in the service of the Company or on his becoming physically or mentally incapable of further service.

Half a month's salary or wages for each year of continuous and completed service, to be paid to the disabled employee or, if the employee is dead, to his heirs or legal representatives or assigns.

- | | |
|---|---|
| (2) On voluntary retirement or resignation of an employee after 15 years' service. | Half a month's salary or wages for each year of continuous and completed service. |
| (3) On termination of service by the Company. | Half a month's salary or wages for each year of continuous and completed service. |
| (4) The maximum amount of gratuity payable to any employee shall not exceed in any event his 15 months' basic salary or wages. | |
| (5) Gratuity shall not be payable to an employee who is dismissed for misconduct. The salary or wages for the purpose of calculating gratuity shall be the average salary or wages exclusive of allowances during the 12 months immediately preceding the death, disability, retirement, resignation or termination of service, as the case may be. | |

The provident fund or pension shall be a benefit available to each employee concerned in this reference in addition to the gratuity according to the scheme laid down above.

57. Cooper Landing Company gives only one benefit to its employees, namely, pension. The directions given above to Mackinnon Mackenzie and Company in regard to provident fund and gratuity shall therefore apply to Cooper Landing Company also.

58. I have stated above that Hill, son and Dinshaw, A. B. Cursetjee and Sons and Eastern Bunkers Ltd., have each in existence a scheme of provident fund as also a scheme of gratuity. The benefits which they grant to their employees under these schemes are similar to those prescribed by me above. There is no need to disturb the schemes which are in operation in these companies. They shall continue their present schemes of gratuity and provident fund.

59. There is not sufficient evidence before me as to which of the employers outside the Bombay Lighterage Contractors' Association are in a position to bear the burden of either the gratuity scheme or the provident fund scheme or both. It will not be fair to prescribe these schemes for employers who do not employ more than 50 bargemen if their financial position does not permit any such burden being thrown on them. I have stated already that there are a number of employers, who are the members of the Padav Bazar Association, who own a Padav or two. Any direction by me with regard to the introduction of a gratuity or provident fund scheme will hit them hard.

60. The demand made by the Union as to a pension is rejected. The three demands are disposed of with the directions given above.

Demand No. 8—Bonus

61. The Union has asked for bonus for the years 1948 and 1949 at the rate of 2 months' wages of the employees concerned for each of the two years. It alleges that the Company made "tremendous profits" during each of the above years. The Company denies that it made huge profits during those two years. On the other hand, it states, there was a general decline of business since 1947. One other contention raised by the Company is that the Union made a demand for bonus for 1948 before the Third Board of Conciliation but it was not granted by the Board. The Company states that the settlement is binding on the Union.

62. In the settlement arrived at before the Third Board of Conciliation there was no reference to the demand for bonus because that was not one of the issues referred to it by Government and it did not fall within the purview of its jurisdiction to adjudicate upon that demand. The employers had therefore not referred to any demand for bonus in their written statement produced before the Board. The Company cannot therefore make any point of the fact that there is nothing in the settlement arrived at before the Board about bonus.

63. The Company contends that it has not maintained separate accounts of its Transhipment Department. It has produced its profit and loss account for the two years in question but it is not open to me to discuss the figures therein as they want me to treat their accounts as confidential under section 21 of the Industrial Disputes Act. But it is clear that the Company made considerable profits during the two years. The Company does not deny its capacity to pay the amount of bonus asked for by the Union. The Company's Indian Staff Organisation raised a demand for bonus for the years 1947-48 and 1948-49 and the Adjudicator Mr. D. G. Kamarkar awarded to them bonus equal to two months' wages for each of those two years (Bombay Government Gazette Part I-L, dated May 18, 1950).

p. 2084). In its letter dated the 31st December 1948 the Company agreed to "an immediate payment of one month's bonus". It is in evidence that three of the members of the Bombay Lighterage Contractors' Association, namely, Hill, Son and Dinshaw, A. B. Cursetjee and Sons and Eastern Bunkerers, paid a bonus of two months' basic wages to their employees for the year 1952-53, although the evidence on record clearly points to the conclusion that the lighterage business in Bombay is on the decline. If the Company has paid bonus at the rate of two months' wages for each of the two years 1947-48 and 1948-49 to their staff there is no reason why they should discriminate and pay a lesser bonus to their workmen working on barges, especially when the Company has not maintained separate accounts of its earnings in the Transhipment Department but the earnings of all its departments are consolidated and pooled together. I therefore direct the Company to pay, within a month from the date this award becomes enforceable, bonus at the rate of two months' basic earnings of the workmen concerned in this reference for each of the two years 1948 and 1949 deducting whatever has already been paid. The grant of bonus for these years shall be subject to the following conditions:

- (1) In case of a workman who has been dismissed for misconduct resulting in financial loss to the Company concerned, the amount of such loss shall be deducted.
- (2) Persons who are eligible for bonus but who are not in the service of the Company on the date of payment shall be paid within one month of their claims being submitted within three months of the publication of this award, provided that no such claim can be enforced within a month of the publication.

The employees of the employers mentioned in schedule II not having raised a dispute for bonus for the aforesaid two years, the question of awarding bonus to them does not arise.

Demand No. 9—Grades of Pay

64. The demand is that there should be regular and systematic grades of wages for sarangs, tindels and laskars. The grades asked for by the Union are as follows:

Laskars—Rs. 45—3—75.

Tindels—Rs. 50—5—100.

Sarangs—Rs. 55—7—125.

The Union submits that the cost of living in Bombay is rising from day to day and therefore the scales of pay provided in the Settlement for different categories of workmen are inadequate.

65. The Company's reply to the demand is that the emoluments paid by them to their workmen are already higher than those prescribed under the Settlement arrived at before the Third Board of Conciliation and that in view of the marked disparity between the Company's wage terms and those of other employers they cannot accede to the demand.

66. The Settlement provides for the following scales of wages:

(1) Bargemen (laskars)—Rs. 40—1—45—2—60—3—75.

(2) Tindels—Rs. 45—2—75.

There are obvious defects in the above scales of wages. The tindel being the chief of the bargemen with a higher responsibility should not only have a higher starting salary but also a larger increment and higher maximum than the laskars. Besides, in the scale prescribed for laskars the increment is of Rs. 2 per annum when they reach the stage of Rs. 45 and the stage for the higher increment of Rs. 3 is Rs. 60. The difference of 15 between 60 and 45 is not divisible by 2. But for these defects the scales of pay prescribed under the settlement are reasonable and adequate. They require modification to the extent stated above and therefore I prescribe the following scales of wages:

Laskars—Rs. 40—1—48—2—60—3—75.

Tindels—Rs. 45—2—59—3—80.

Sarangs—Rs. 50—3—71—4—83.

These scales of wages will apply to all the employers who were parties to the Settlement and also the members of the Bombay Lighterage Contractors' Association and they will come into operation from 1st January 1953.

67. I have now to prescribe adjustments which are consequential to prescribing new scales of wages. All the workmen concerned in this reference who are drawing less than the minimum of their respective prescribed grades shall be stepped up to the minimum and all those who have put in a service of 3 years or more shall be granted one increment over the prescribed minimum. Those who are already drawing more than the prescribed minimum shall be stepped to the next stage in the prescribed scale.

68. The Padav Bazar Association, as already stated, stands on a different footing. The wage scales for the crew employed on their barges or Padavs have always been lower than the scales paid to the employees of the above mentioned employers. Of course, there may be a few exceptions even amongst the members of the Padav Bazar Association, who are in a position to pay the scales of wages prescribed above. But there is no clear and sufficient evidence before me either as to their financial position or their conditions of employment. If such exceptions do exist, it will be for the employees concerned to see that their employers raise them to the level of the other employees for whom I have prescribed the above mentioned scales of wages. Even as regards the members of the Padav Bazar Association I would like to prescribe the same scales of wages for the barge crew upto a certain level, leaving it open to the parties concerned, when the employees reach the maximum of their prescribed scales, to have it raised to a higher level when the time comes. I therefore prescribe the following scales of wages for those employees for whom the scales of pay prescribed above do not apply:

Laskars—Rs. 40—1—48.

Tindels—Rs. 45—2—59.

Sarangs—Rs. 50—3—71.

Adjustments in the case of these employees shall be on the lines given above.

69. The Mackinnon Mackenzie Company have been paying dearness allowance at the Bombay Cotton Textile scale and the dearness allowance provided for under the Settlement is a flat rate of Rs. 35 per month for all workers. The dearness allowance paid by the employers depends upon their financial capacity. The total emoluments paid to the employees of Mackinnon Mackenzie and Company will therefore be more than the total emoluments paid to the employees of other employers. This disparity in the total emoluments paid to the employees will have to continue having regard to the difference in the volume of their business and consequent disparity in their financial position. But it is not for me in this award to adjudicate upon the question of dearness allowance as that is not one of the demands referred for my adjudication.

Demand No. 10—Arrears of Overtime

70. Arrears of overtime at a flat rate of Rs. 15 and Rs. 10 per month to tindels and laskars respectively with retrospective effect from the 1st August 1948 till 15th May 1949 have been claimed by the Union, in this reference. The Union states that the Company had agreed to pay overtime at the above rates for the period specified above and that it went back on its word after the Settlement before the Third Conciliation Board was reached. The Company has denied this and contended that the offer originally made by them in 1948 was not a distinct and independent offer, but part of a composite offer to compromise the demands then made which were as many as eight in number. But, it is alleged, even this composite offer was in terms rejected by the Union.

71. The Union again pressed its demand for overtime before the Third Conciliation Board, but the settlement arrived at before the Board did not provide for any arrears of overtime.

72. The letter written by the Company to the Regional Labour Commissioner on 31st December 1948 clearly shows that the Company had offered to pay overtime at a flat rate of Rs. 15 p.m. to tindels and Rs. 10 p.m. to laskars. The Union made it clear in its reply sent to the Company on 1st February 1949 that it was prepared to accept a flat rate of overtime of Rs. 15 p.m. for tindels and Rs. 10 p.m. for laskars from 1st August 1948 till 31st January 1949 and that from 1st February 1949 the workers should be paid overtime at the rate awarded by the Adjudicator in the dispute between the Mazagon Dock and their workmen. As in the case of bonus, arrears of overtime was not one of the demands referred by Government to the Third Conciliation Board. Consequently, it did not lie within the jurisdiction of the Board to settle the question of arrears of overtime by conciliation. The Company cannot therefore take shelter under the plea that the settlement before the Board does not direct

payment of arrears of overtime to their workmen. The dispute as to arrears of overtime remained alive even after the Settlement and the Conciliator pointedly brought this fact to the notice of the Company. I cannot therefore accept the view put forth by the Company that the Union did not accept its offer to pay arrears of overtime from 1st August 1948 and it stood rejected by virtue of the settlement arrived at before the Third Conciliation Board.

73. As the demand for arrears of overtime at a flat rate of Rs. 15 p.m. for tindels and Rs. 10 p.m. for laskars with retrospective effect from 1st August 1948 was accepted by the Company and the acceptance had nothing to do with the settlement arrived at on the 29th April 1949, I think it fair and reasonable to direct the Company to pay the arrears of overtime at the above rates with retrospective effect from 1st August 1948 to the 15th May 1949 as desired by the Union. I direct accordingly. This direction will apply only to Mackinnon Mackenzie and Company.

Demand No. 11—Uniforms

74. The Union has asked for two sets of uniforms every year to all the employees concerned in this reference to be provided to them in the beginning of monsoon. It has further asked for an umbrella for each of the tindels.

75. The Company does not agree to the demand as, it contends, there is no practice anywhere in Bombay to supply uniforms to bargemen. It states that it provides a jersey to each bargeman at the outset of the monsoon and an umbrella to each tindel for the monsoon and that this provision is more than adequate.

76. There was no demand for uniforms before the Third Conciliation Board and therefore there was no agreement on this question, before the Board.

77. Having regard to the nature of work done by the bargemen, I think that in addition to the jersey provided by the Company to the bargemen and umbrella provided to tindels, each of them should also be provided with a pair of shorts and a pair of banyans, before the advent of monsoon every year. This direction shall apply to all the employers concerned in this reference.

78. The amounts due to the workmen on account of adjustment of wages and payment of arrears of overtime, shall be paid within six months from the date this award becomes enforceable.

79. The directions given in this award shall not adversely affect the emoluments which the employees concerned in this reference are at present drawing.

(Sd.) S. H. NAIK,
Industrial Tribunal.

Bombay, 17th April 1954.

(Sd.) K. R. WAZKAR,
Secretary.

[No. LR-2(242).]

P. S. EASWARAN, Under Secy.

New Delhi, the 12th May, 1954

S.R.O. 1669.—In pursuance of section 11 of the Employees' State Insurance Act, 1948 (XXXIV of 1948), the Central Government hereby accepts the resignation of Shri G. D. Soman, M.P., of his office of membership of the Employees' State Insurance Corporation constituted under section 4, and of the Medical Benefit Council constituted under section 10, of the said Act.

[No. SS.121(76).]

New Delhi, the 15th May, 1954

S.R.O. 1670.—The following draft of a further amendment to the Indian Dock Labourers Regulations, 1948, which it is proposed to make in exercise of the powers conferred by section 5 of the Indian Dock Labourers Act, 1934, (XIX of 1934), is published, as required by section 7 of the said Act, for the information of all persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 5th June 1954.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

Draft amendment

In regulation 28 of the said Regulations, for the words and letters "In this part, except in Regulation 28", the words and letters "In this part, save as otherwise expressly defined in Regulation 28" shall be inserted.

[No. Fac.38(28)(i).]

CORRIGENDUM

New Delhi, the 15th May, 1954

S.R.O. 1671.—In the notification of the Government of India in the Ministry of Labour No. S.R.O. 1641, dated the 22nd August, 1953, published at pages 1348 to 1360 in the *Gazette of India*, Part II—Section 3, of the 29th August, 1953, in paragraph 2 after the words "the person in general management and control of the premises", insert the words "or the person".

[No. Fac. 38(28).]

K. N. NAMBIAR, Under Secy. -